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ESPLANADE BY SIESTA KEY MASTER ASSOCIATION, INC.**

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**CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION OF  
ESPLANE BY SIESTA KEY MASTER ASSOCIATION, INC.**  
(A Florida corporation not for profit)

Pursuant to Chapter 617.1006 of the Florida Not For  
Profit Corporation Act

RYAN FULMER, Secretary of ESPLANE BY SIESTA KEY MASTER ASSOCIATION, INC., a Florida corporation not for profit ("Association"), does hereby certify under the seal of the Association as follows:

1. The Association was originally incorporated on October 22, 2013, Document Number N13000002183, under Chapter 617 of the laws of the State of Florida.
2. The Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade by Siesta Key was recorded on May 8, 2013, as Instrument #2013064596, of the Public Records of Sarasota County, Florida.
3. Article XIII of the Articles provides that after the First Conveyance, and prior to the Turnover Date, the Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.
4. As of the date of this Certificate, the Turnover Date has not occurred.
5. The Board of Directors of the Association is desirous of amending the Articles, in accordance with the requirements of Article XIII of the Articles, to revise the manner in which Directors to serve on the Board are to be elected and to provide for staggered terms of office.
6. The following Amendment was approved by the Board of Directors by Written Consent in Lieu of Meeting on JAN 29, 2016, and there are no Members entitled to vote on the Amendment.

NOW, THEREFORE, the Articles are hereby amended as follows:

1. Article I is hereby amended by deleting certain defined terms and revise other defined terms as follows:

~~10. "Condominium" means any condominium that may be created within Esplanade by Siesta Key by the recording of a Condominium Declaration.~~

~~11. "Condominium Declaration" means a declaration of condominium, and any amendments thereto, by which a portion of Esplanade by Siesta Key is submitted to the condominium form of ownership.~~

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~~12. "Condominium Unit" means a condominium unit in a Condominium created within Esplanade by Siesta Key.~~

19. "Home" means a residential dwelling unit in Esplanade by Siesta Key intended as a residence for one (1) family, including single family residences, ~~and Villa Units and Condominium Units~~ (as defined in the Declaration). The term "Home" shall include the "Lot" as defined below.

20. "Lot" means a portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and which is improved, or intended to be improved, with a Home. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot are shown on the Plat; however, in the case of a building containing multiple Homes for independent sale (e.g., ~~Condominiums or Villas~~), each Home that may be sold independently shall be a separate Lot used interchangeably with the term "Villa Unit" ~~or "Condominium Unit."~~ Upon completion of construction of the Home on a Lot, such Lot and the improvements thereon shall collectively be considered to be a Home for purposes of these Articles and the other Governing Documents.

2. Section V.D is hereby amended to read as follows:

D. The Association shall have four (4) classes of voting membership:

1. Class "A" Members shall be the Owners of Single Family Lots in Esplanade by Siesta Key, with the exception of Declarant while Declarant is a Class "D" Member, each of whom shall be entitled to one (1) vote for each Single Family Lot owned.

2. Class "B" Members shall be the Owners of Villa Units in Villas I at Esplanade by Siesta Key, with the exception of Declarant while Declarant is a Class "D" Member, each of whom shall be entitled to one (1) vote for each Villa Unit owned in Villas I at Esplanade by Siesta Key.

3. Class "C" Members shall be the Owners of ~~Condominium Units~~ Villa Units in Villas II at Esplanade by Siesta Key, with the exception of Declarant while Declarant is a Class "D" Member, each of whom shall be entitled to one (1) vote for each Villa Unit owned in Villas II at Esplanade by Siesta Key.

4. Class "D" Member shall be Declarant, who shall be entitled to three times the total number of votes of the Class "A" Members, Class "B" Members and Class "C" Members plus one (1). Class "D" membership shall cease and be converted to Class "A," Class "B" and Class "C" membership upon the earlier to occur of the following events ("Turnover Date"):

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(i) Three (3) months after the conveyance of ninety percent (90%) of the Total Developed Lots (as defined below) by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class "A" Members, Class "B" Member and Class "C" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

Notwithstanding anything to the contrary in any Neighborhood Association documents, all votes of the Owners shall be cast by the Owners and not by a Neighborhood Representative on all Association matters requiring a vote of the Owners.

3. Section X.A. is hereby revised to read as follows:

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3) and the number of Directors on the "Initial Elected Board" (as hereinafter defined) shall be three (3) five (5). ~~The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be an odd number of no more than seven (7). The Board shall determine the number of Directors to comprise the Board from time to time.~~ Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or shareholders, members, officers or directors of Members. There shall be only one (1) vote for each Director.

4. Section X.D. is hereby revised to read as follows:

D. Upon the Turnover Date, the Members (including Declarant) shall be entitled to elect all the Directors. The election shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting. ~~If Esplanade by Siesta Key is constructed as planned, it is anticipated that at the Initial Election Meeting the Class "A" Members shall elect one (1) Director, the Class "B" Members shall elect one (1) Director and the Class "C" Members shall elect one (1) Director. Declarant will specify the number of Directors to be elected by each Class membership at Turnover based upon the changes in the plan of development of Esplanade by Siesta Key.~~ At the Initial Election Meeting, the Class A, Class B and Class C Members are entitled to elect five (5) Directors, as follows:

1. The Class A Members shall elect two (2) Directors to the Board;

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2. The Class B Members shall elect one (1) Director to the Board;
3. The Class C Members shall elect one (1) Director to the Board; and
4. All Members shall vote to elect (1) Director to the Board at large.

5. Section X.E. of the Articles is hereby amended to read as follow:

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Members other than Declarant are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Members.

At the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. One (1) Board member elected by the Class "A" Members (the Director receiving the least votes at the meeting) and the one (1) Board member elected by the Class "B" Members shall be established at one (1) year; and

2. the remaining Directors' terms of office shall be established at two (2) years.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

If Class "A," Class "B" or Class "C" Members, as identified above, do not have a person duly voted upon and eligible to serve on the Board at the time of voting, then the Members will elect a Director "at large" to fill such vacancy.

In the event of any conflict between the Governing Documents and any Neighborhood Association documents as it affects the Association's election process, the Governing Documents shall control.

(words struck through are deleted; words bolded and double-underlined are added)

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IN WITNESS WHEREOF, this Certificate of Amendment has been executed by the Secretary of the Association this 29<sup>th</sup> day of January, 2016.

WITNESSES:

ESPLANADE BY SIESTA KEY MASTER  
ASSOCIATION, INC.

a Florida not-for-profit corporation

Print Name: Don MillerBy: Ryan Fulmer

RYAN FULMER, Secretary

Print Name: Ryan Fulmer

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by RYAN FULMER, as Secretary of ESPLANADE BY SIESTA KEY MASTER ASSOCIATION, INC., a Florida corporation, freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of January, 2016.

My Commission Expires:

Deborah K. Beckett  
Notary PublicDeborah K. BeckettTyped, printed or stamped name of Notary  
Public