

N14000000987

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
ESPLANADE AT HACIENDA LAKES HOMEOWNERS
ASSOCIATION, INC.**

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**CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION OF
ESPLANADE AT HACIENDA LAKES HOMEOWNERS ASSOCIATION, INC.**
(A Florida corporation not for profit)

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

CHRISTOPHER G. LONG, Secretary of ESPLANADE AT HACIENDA LAKES HOMEOWNERS 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 January 31, 2014, Document Number N14000000987, under Chapter 617 of the laws of the State of Florida.
2. The Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade at Hacienda Lakes was recorded on March 31, 2014, in Official Records Book 5027, Page 2722, *et seq.*, of the Public Records of Collier County, Florida.
3. Article XIII, Section B, 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. The Board of Directors of the Association is desirous of amending the Articles to increase the number of directors.
5. The following Amendment was adopted by the Board of Directors by Written Consent in Lieu of Meeting on August 2, 2018, 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 adding new Sections 20 and 21 to read as follows:

Section 20. "Common Structural Elements" shall mean all utility lines, party walls, roofing, bearing walls and exterior finishes, foundation, primary walls and shared entry access sidewalks as more fully described in the "Villa Supplemental Declaration" (as hereinafter defined).

Section 21. "Villa Unit" means any parcel of land within Esplanade at Hacienda Lakes, as shown on the Plat, upon which an attached villa has or will be constructed by Declarant, together with the Improvements thereon, and any other portion of the Property within Esplanade at Hacienda Lakes that is declared to be a Villa Unit by a Supplemental Declaration, provided, however, that no portion of any Community System shall be deemed to be part of a Villa

Unit unless and until same is made such pursuant to the terms of this Declaration, if at all.

2. Article III is hereby amended to read as follows:

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, finance, insure, repair, replace, manage, lease and maintain the Association Property and the Common Structural Elements which are the responsibility of the Association to maintain as described in this Declaration (Roofing and Exterior Finish only) in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

3. Section 4 of Article IV is hereby amended to read as follows:

4. To maintain, repair and replace the Common Structural Elements which are the responsibility of the Association to maintain, repair and replace as described in this Declaration (Roofing and Exterior Finish only) and to own, administer, maintain, finance, insure, repair, replace, manage, lease and convey the Association Property in accordance with the Esplanade at Hacienda Lakes Documents.

4. Section 10.(g) of Article IV is hereby amended to read as follows:

(g) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or the Common Structural Elements or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); and

5. Section D of Article V is hereby amended to read as follows:

D. The Association shall have ~~two~~three (23) classes of voting membership:

1. Class "A" Members shall be ~~all Members~~ the Owners of detached single family Lots in Esplanade at Hacienda Lakes, with the exception of Declarant while Declarant is a Class "BC" Member, each of whom shall be entitled to one (1) vote for each detached single family Lot owned. Only Class "A" Members are entitled to vote on matters exclusively concerning the detached single family Lots.

2. Class "B" Members shall be the Owners of Villa Units in Esplanade at Hacienda Lakes, with the exception of Declarant while Declarant is a Class "C" Member, each of whom shall be entitled to one (1) vote for each Villa Unit owned. Only Class "B" Members are entitled to vote on matters exclusively concerning the Villa Units.

23. Class "BC" Member shall be Declarant, who shall be entitled to three (3) times the total number of votes of the Class "A" Members and Class "B" Members plus one (1). Class "BC" membership shall cease and be converted to Class "A" and Class "B" membership upon the earlier to occur of the following events ("Turnover Date"):

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

(ii) upon the Class "BC" Member abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Esplanade at Hacienda Lakes Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the HOA Act for a period of more than two (2) years; or

(iii) upon the Class "BC" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code; or

(iv) upon the Class "BC" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(v) upon a receiver for the Class "BC" Member being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or the Members; or

(vi) when, in its discretion, the Class "BC" Member so determines and designates in writing to the Association.

~~Notwithstanding the foregoing, Class "A" Members~~ other than Declarant are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the ~~Total Developed Lots~~ Homes in all phases of Esplanade at Hacienda Lakes have been conveyed to Members other than Declarant.

On the Turnover Date, Class "A" Members ~~and Class "B" Members,~~ including Declarant, shall assume control of the Association and elect not less than a majority of the Board. Beginning at the Turnover Date and thereafter, the Class "B" Members shall elect one (1) Director, and the Class "A" Members shall elect four (4) Directors, however, Declarant may change and specify the number of Directors to be elected by each Class membership at Turnover based upon changes in the plan of development of Esplanade at Hacienda Lakes.

6. Article V, Section H is hereby amended to read as follows:

H. There shall be only one (1) vote for each Lot, except for the Class ~~"BC"~~ Member as set forth herein. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named (the "Voting Member") in a voting certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose

7. Article X, the second paragraph of Section G is hereby amended to read as follows:

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests of Members that elected such Director for any reason deemed to be in the best interests of such Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members that elected such Director. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

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

IN WITNESS WHEREOF, this Certificate of Amendment has been executed by the Secretary of the Association this 8th day of August, 2018.

WITNESSES:

ESPLANADE AT HACIENDA LAKES
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

Becky Elton
Print Name: Becky Elton

By: Christopher G. Long
CHRISTOPHER G. LONG, Secretary

Jim Ward
Print Name: Jim Ward

(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 CHRISTOPHER G. LONG, as Secretary of ESPLANADE AT HACIENDA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, freely and voluntarily under authority duly vested in him 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 8th
day of August, 2018.

My Commission Expires:

Deborah K. Beckett
Notary Public

Typed, printed or stamped name of Notary
Public

