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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
DEL WEBB AT LAKEWOOD RANCH HOMEOWNERS
ASSOCIATION, I**

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THE UNDERSIGNED, being the duly elected President of Del Webb at Lakewood Ranch Homeowners Association, Inc., a Florida corporation not for profit, does hereby certify that:

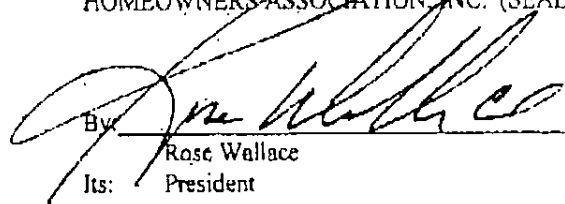
1. The Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" were adopted by the Board of Directors.

2. The Board of Directors adopted the Amended and Restated Articles of Incorporation at the duly called and noticed meeting of the Board of Directors held on April 26, 2023, at which a quorum was present.

3. The Amended and Restated Articles of Incorporation do not contain any amendments requiring membership approval.

IN WITNESS THEREOF, the undersigned has hereunto set his/her hand and the seal of the corporation..

DEL WEBB AT LAKEWOOD RANCH
HOMEOWNERS ASSOCIATION, INC. (SEAL)

By 
Rose Wallace
Its: President

Date: April 26, 2023

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No. 0702 P. 3

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EXHIBIT "A"

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR
DEL WEBB AT LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC.**

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TABLE OF CONTENTS
FOR
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
DEL WEBB AT LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC.

| | <u>PAGE NO.</u> |
|-------------------------------------|-----------------|
| ARTICLE I..... | 1 |
| <u>NAME</u> | 1 |
| ARTICLE II..... | 1 |
| <u>DEFINITIONS</u> | 1 |
| ARTICLE III..... | 1 |
| <u>PURPOSE AND POWERS</u> | 1 |
| ARTICLE IV..... | 3 |
| <u>MEMBERSHIP</u> | 3 |
| ARTICLE V..... | 3 |
| <u>TERM:</u> | 3 |
| ARTICLE VI..... | 3 |
| <u>BYLAWS</u> | 3 |
| ARTICLE VII..... | 3 |
| <u>DIRECTORS AND OFFICERS</u> | 3 |
| ARTICLE VIII..... | 4 |
| <u>AMENDMENTS</u> | 4 |
| ARTICLE IX..... | 4 |
| <u>INDEMNIFICATION</u> | 4 |

27 11:10

SUBSTANTIAL REWORDING OF AMENDED AND RESTATED ARTICLES OF INCORPORATION; SEE AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR CURRENT TEXT

AMENDED AND RESTATED ARTICLES OF INCORPORATION
DEL WEBB AT LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation for Del Webb at Lakewood Ranch Homeowners Association, Inc., a Florida corporation not for profit, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the Association's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes. The Amended and Restated Articles of Incorporation ("Articles" or "Articles of Incorporation") shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Del Webb at Lakewood Ranch Homeowners Association, Inc., and its address is 6915 Del Webb Blvd, Lakewood Ranch, FL 34202.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 720.301, Florida Statutes (2013) shall apply to terms used in these Articles, unless otherwise defined in the Declaration of Covenants, Conditions and Restrictions for Del Webb at Lakewood Ranch ("Declaration").

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporation Act and Chapter 720, Florida Statutes (the "Act") for the operation of a community to be known as "Del Webb at Lakewood Ranch", located in Manatee County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate Del Webb at Lakewood Ranch pursuant to the Governing Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Assessments against the Members to defray the costs, expenses and losses of the Association, to operate and maintain the Common Area including the Stormwater Management System and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Common Area.

(C) To purchase insurance for the protection of the Common Area, the Association and the Members.

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(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Common Area.

(E) To make, amend and enforce Rules and Regulations as set forth in the Governing Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcelsto the extent provided for in the Declaration.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Del Webb at Lakewood Ranch and the Governing Documents.

(H) To contract for the management and maintenance of Del Webb at Lakewood Ranch, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Governing Documents to be exercised by the Association's Board of Directors or the Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of Del Webb at Lakewood Ranch.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

(N) To maintain and operate the Stormwater Management System, as more particularly described in the Declaration. The Association shall have the ability to accept responsibility for the operation and maintenance of the Stormwater Management System for future phases of Del Webb Lakewood Ranch, if Del Webb Lakewood Ranch will be constructed in phases and subsequent phases will utilize the same Stormwater Management System as the initial phase(s).

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area and other property the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

Notwithstanding the foregoing, prior to the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and maintained by one of the entities identified in Section 12.3.1(a) through (f) of the Environmental Resource Permit Applicant's Handbook Volume 1 of the Florida Department of Environmental Protection ("Handbook"); such entity shall have the powers listed in Section 12.3.4(b)1.

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through 8 of the Handbook, the covenants and restrictions required in Section 12.3.4(c)1 through 9 of the Handbook, and the ability to accept responsibility for the operation and maintenance of the Stormwater Management System as described in Section 12.3.4(d)1 or 2 of the Handbook. If the entity refuses to accept the transfer and accompanying maintenance responsibilities, the Stormwater Management System will be dedicated to and accepted by an entity that is acceptable to the Southwest Florida Water Management District.

ARTICLE IV

MEMBERSHIP:

(A) The Members shall be the record owners of a fee simple interest in one or more Parcels.

(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) The owners of each Parcel, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Association's Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Association's Bylaws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

(B) The Board of Directors shall be elected by the Members in the manner determined by the Association's Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association's Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Association's Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Board of Directors.

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ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-fourth (1/4) of the Voting Interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. A proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as the Developer owns a Parcel, an amendment to these Articles shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit.

(D) Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Manatee County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.