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COR AMND/RESTATE/CORRECT OR O/D RESIGN  
FESTIVAL HOMEOWNERS ASSOCIATION, INC.

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**CERTIFICATE OF SECOND AMENDMENT TO ARTICLES OF INCORPORATION  
OF  
FESTIVAL HOMEOWNERS ASSOCIATION, INC.  
(A Florida corporation not for profit)**

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

LARA CONNOLLY, Secretary of FESTIVAL 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 July 21, 2014, Document Number N14000007163, under Chapter 617 of the laws of the State of Florida.
2. The Declaration of Protective Covenants, Restrictions and Easements for Festival was recorded on September 19, 2014, in Official Records Book 9342, Page 1822, *et. seq.*, of the Public Records of Polk County, Florida ("Declaration").
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. 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, Section B, of the Articles, to revise the classes of Membership.
6. The following Amendment was approved by the Board of Directors by Written Consent in Lieu of Meeting on January 23, 2018, and there are no Members entitled to vote on the Amendment.

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

1. Article V, Section C, of the Articles is hereby amended to read as follows:

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County, or when an Owner leases a Home the lessee(s) shall also automatically become a Member in the Association as hereinafter provided for so long as such lessee is leasing the Home, however, such lessee(s) shall not have any voting rights in the Association, shall not be allowed to

serve on the Board of the Association, and shall not be required to pay Assessments to the Association as such rights and obligation shall always remain with the Owner(s) of the Home(s) which are being leased. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

In addition to the foregoing, and pursuant to the rights reserved by Declarant in the Declaration to conduct sales and marketing and use the Common Areas, the Association shall have an additional Class of a temporary, non-voting Membership consisting of such persons who are so designated by Declarant upon written notification to the Association. Declarant shall determine the length of the term of such membership and the amount of any membership fee, if any, to be paid to the Association for each such membership.

2. Article V, Section D, of the Articles is hereby amended to read as follows:

D. The Association shall have ~~two (2)~~ **four (4)** classes of membership:

1. Class "A" Members shall be all Members, with the exception of Declarant while Declarant is a Class "B" Member and with the exception of Class "C" Members, each of whom shall be entitled to one (1) vote for each Lot owned. Class "A" Members shall be voting members.

2. Class "C" Members shall be all lessees of Homes who shall not have any voting rights in the Association.

~~3. Class "D" Members shall be any persons designated by Declarant, with Declarant notifying the Association of the term of such membership and the amount of any membership fee to be paid to the Association for each such membership. Class "D" Members shall not have any voting rights in the Association.~~

~~4. Class "B" Member shall be Declarant, who shall be entitled to three (3) times the total number of votes of all Class "A" Members plus one (1). Class "B" membership shall cease and be converted to Class "A" 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~~

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

(ii) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing 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;

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

(iv) upon the Class "B" 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;

(v) upon a receiver for the Class "B" Member being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 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 "B" Member so determines.

Notwithstanding the foregoing, Class "A" Members are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Lots have been conveyed to Members other than Declarant.

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

3. Article V, Section E, of the Articles is hereby amended to read as follows:

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, except as provided herein for Class C Members ~~and Class D Members~~ which do not have the right to vote, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Governing Documents.

4. Article V, Section F, of the Articles is hereby amended to read as follows:

F. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Lot, except as provided herein for Class C Members and Class D Members.

IN WITNESS WHEREOF, this Certificate of Second Amendment has been executed by the Secretary of the Association this 23<sup>rd</sup> day of January, 2018.

WITNESSES:

FESTIVAL HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

[Signature]  
Print Name: Mirya Rodriguez  
[Signature]  
Print Name: Sim Mitchell

By: [Signature]  
LARA CONNOLLY, Secretary  
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Hillsborough )

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 LARA CONNOLLY, as Secretary of FESTIVAL HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, 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 23<sup>rd</sup> day of January, 2018.

My Commission Expires: April 7<sup>th</sup> 2020

[Signature]  
Notary Public



Terrie L. Grey  
Typed, printed or stamped name of Notary Public