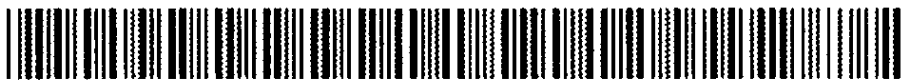


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Division of Corporations
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R. WHITE
FEB 28 2020

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : AKERMAN LLP - ORLANDO
Account Number : 076656002425
Phone : (407) 423-4000
Fax Number : (407) 843-6610

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Email Address: tina.lee@ashtonwoods.com

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

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$35.00

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**CERTIFICATE OF THIRD AMENDMENT TO AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FESTIVAL HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Section 617.1006
of the Florida Not for Profit Corporation Act

The undersigned, pursuant to Article XIII, of the Amended Articles (as that term is defined below), does hereby deliver this **CERTIFICATE OF THIRD AMENDMENT TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF FESTIVAL HOMEOWNERS ASSOCIATION, INC.** (this "Third Amendment") and certifies as follows:

A. The Association was originally incorporated on or about July 31, 2014, Document Number N14000007163, under Chapter 617, Florida Statutes.

B. Amended and Restated Articles of Incorporation were filed in the offices of the State of Florida Department of State on or about September 17, 2014 ("Amended Articles").

C. The Amended Articles were set forth as Exhibit "B" to that certain Declaration of Protective Covenants, Restrictions and Easements for Festival, recorded September 19, 2014 in Official Records Book 9342, Pages 1822 through 1941, inclusive, as amended by that certain First Amendment to Declaration of Protective Covenants, Restrictions and Easements for Festival, recorded June 12, 2015, in Official Records Book 9551, Pages 185 through 187, inclusive, as further amended by that certain Second Amendment to Declaration of Protective Covenants, Restrictions and Easements for Festival, recorded August 24, 2015, in Official Records Book 9609, Pages 1660 through 1664, inclusive, and as further amended by that certain Third Amendment to Declaration of Protective Covenants, Restrictions and Easements for Festival, recorded October 14, 2015, in Official Records Book 9651, Pages 1689 through 1692, inclusive, and further amended by that Fourth Amendment to Declaration of Protective Covenants, Restrictions and Easements for Festival ("Fourth Amendment"), recorded May 16, 2019 as Instrument Number 2019100720, all of the Public Records of Polk County, Florida (collectively referred to as the "Declaration").

D. A Certificate of Amendment to the Articles was filed in the offices of the State of Florida Department of State on or about November 8, 2017 (the "First Amendment").

E. A Certificate of Second Amendment to the Articles was filed in the offices of the State of Florida Department of State on or about January 23, 2018 (the "Second Amendment").

F. Pursuant to Article XIII of the Amended Articles, until Turnover, the Board of Directors has the right to amend the Amended Articles.

G. As of the date of this Certificate, Turnover has not occurred.

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H. The Board of Directors of the Association is desirous of amending the Amended Articles, in accordance with the requirements of Article XIII, Section B, of the Amended Articles, as set forth below.

I. This Third Amendment was unanimously approved by the Board of Directors by Written Consent in Lieu of Meeting on February 17, 2020, and there are no Members entitled to vote on the amendment.

NOW, THEREFORE, the Association hereby amends the Amended Articles as follows:

1. Recitals. The above recitals are true and correct and expressly incorporated herein by this reference. All capitalized terms not defined in this Third Amendment shall have the meaning set forth in the Declaration.

2. Definitions. Article 1 of the Amended Articles is hereby amended as follows, additions to existing text are shown by underline; deletions from existing text are shown by ~~strikethrough~~:

ARTICLE I DEFINITIONS

~~The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined, below as defined in the Declaration:~~

1. ~~"Articles" means these Articles of Incorporation and any amendments hereto.~~

2. ~~"Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in the Declaration), and any and all other assessments which are levied by the Association in accordance with the Governing Documents.~~

3. ~~"Association" means Festival Homeowners Association, Inc., a Florida corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.~~

4. ~~"Board" means the Board of Directors of the Association.~~

5. ~~"Bylaws" means the Bylaws of the Association and any amendments thereto.~~

6. ~~"County" means Polk County, Florida.~~

7. ~~"Declarant" means Minto Communities, LLC, a Florida limited liability company, and any successor or assign thereof to which~~

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~~Declarant specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. Whether or not specifically stated, any Person who at any time holds the rights of Declarant hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be afforded the same protection with respect to matters arising during its term as Declarant as the predecessor Declarant would have if it were still Declarant.~~

~~8. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for Festival, which is intended to be recorded amongst the Public Records of the County, and any Supplemental Declaration(s) and amendments thereto.~~

~~9. "Director" means a member of the Board.~~

~~10. "Festival" shall mean that planned residential development located in the County which encompasses the Property.~~

~~11. "Governing Documents" means in the aggregate the Declaration, these Articles and the Bylaws, the Plat and all of the instruments and documents referred to therein.~~

~~12. "HOA Act" means the Homeowners' Association Act, Chapter 720, Florida Statutes, as amended through the date of recording of the Declaration amongst the Public Records of the County.~~

~~13. "Home" shall mean one (1) of the townhomes contained or to be contained within buildings constructed or to be constructed within Festival, each of which is designed and intended for use and occupancy as a single family residence; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Section 2.12 of the Declaration, if at all. Upon completion of construction of a Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Governing Documents.~~

~~14. "Lot" shall mean and refer to any parcel of land within Festival as shown on the Plat or any Additional Plat (as defined in the Declaration) upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land with Festival that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration. For purposes of individual Lot Assessments, a Home is either a Completed Home or an Incomplete Home.~~

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15. ~~"Member" means a member of the Association.~~

16. ~~"Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Declaration and any other Governing Documents and include, but are not limited to, the costs and expenses incurred by the Association in owning, administering, operating, maintaining, insuring, financing, repairing, managing or leasing, but not reconstructing, replacing or improving, the Common Area and improvements thereon and the Common Structural Elements (as defined in the Declaration) and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents.~~

17. ~~"Owner" means the record owner, whether one (1) or more persons or entities, rate fee simple title to any Lot or Home within Festival, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.~~

18. ~~"Plat" means the plat of Festival, according to the plat thereof recorded in the Public Records of Polk County, Florida. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean the Additional Plat.~~

19. ~~"Property" shall initially mean and refer to that certain real property described in Exhibit "A" to the Declaration, and thereafter, as applicable, to such additions thereto as may be brought within the jurisdiction of the Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.~~

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

3. Ratification. Except as modified and amended hereby, the Amended Articles remains in full force and effect and is ratified and confirmed by the Association. In the event of any conflict between the terms of this Third Amendment and the Declaration, the terms of the Declaration shall control and be given effect as necessary to resolve such conflict. From and after the date of this Third Amendment, all references to the Amended Articles shall be deemed to refer to the Amended Articles as amended by this Third Amendment.

4. Effective Date. This Third Amendment shall be effective upon recording in the public records of Polk County ("Effective Date").

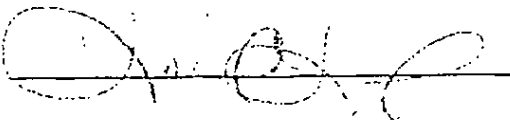
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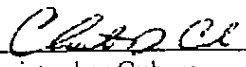
IN WITNESS WHEREOF, the Association has executed this Certificate of Third Amendment this 14th day of February, 2020.

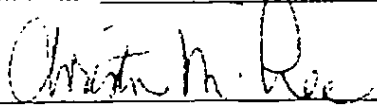
WITNESSES:

ASSOCIATION:

**FESTIVAL HOMEOWNERS
ASSOCIATION, INC.**, a Florida non-profit
corporation

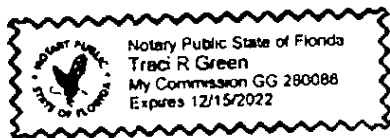

Print Name: CHRISTINA M. LEE

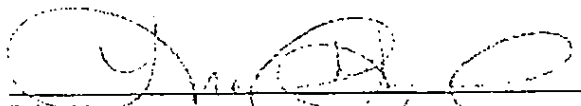
By: 
Christopher Cubero
Secretary


Print Name: CHRISTINA M. LEE

STATE OF FLORIDA
COUNTY OF SEMIOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of February, 2020, by Christopher Cubero, as Secretary of the Festival Homeowners Association, Inc., a non-profit corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.




Print Name: TRACI R. GREEN
Notary Public, State of Florida
Commission No.: GG 290088
My Commission Expires: 12/15/2022

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