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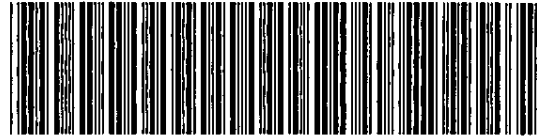
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Resto Act
& CC

Delphi Property Owners' Association, Inc.

*P O Box 6052
Lakeland, FL 33807*

*Phone: (863) 602-9015
Fax: (863) 644-2785*

February 17, 2017

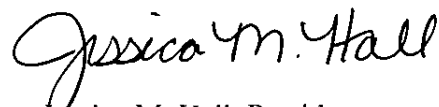
Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Delphi Property Owner's Association, Inc.
Document No. N16000004043
Filing - Restatement of Articles of Incorporation

Gentlemen:

Enclosed in duplicate is a Restatement of Articles of Incorporation of the above together with a filing fee of same for \$35.00 and an additional \$52.50 (totaling \$87.50) for the return of a certified copy of the Restatement when filed.

Yours very truly,

A handwritten signature in black ink that reads "Jessica M. Hall". The signature is written in a cursive, flowing style.

Jessica M. Hall, President

**RESTATEMENT OF ARTICLES OF INCORPORATION
OF
DELHI PROPERTY OWNERS' ASSOCIATION, INC.**

(A Corporation Not For Profit)

This Restatement is an Amendment in all respects to that Electronic Articles of Incorporation for Delphi Property Owners' Association, Inc. as filed on April 20, 2016 with the Secretary of State of Florida Document Number N16000004043.

This Restatement is for the purpose of coinciding these Articles of Incorporation with those Restrictive Covenants and Conditions pertaining to those lots and tracts contained within Delphi Subdivision, Plat Book 160, Pages 36 & 37, being recorded in Official Records Book 9846, Pages 1650-1662, inclusive; together with the First Amendment thereto recorded in Official Records Book 9988, Pages 598-599; Public Records of Polk County, Florida; and also pertaining to those lots and tracts contained within Delphi Addition Subdivision, Plat Book 162, Pages 6 & 7, being recorded in Official Records Book 10055, Pages 1362-1363; together with the Second Amendment to all of the above recorded in Official Records Book 10066, Pages 1483-1485, Public Records of Polk County, Florida.

This Restatement has been approved in all respects by the present Directors of Delphi Property Owners' Association, Inc. as are set forth herein and shall be effective February 15, 2017.

ARTICLE I

NAME

The name of this Association shall be DELPHI PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), and it shall be located in Polk County, Florida.

ARTICLE II

PRINCIPAL OFFICE, REGISTERED OFFICE AND AGENT, AND MAILING ADDRESS

The street address of the principal registered office and resident agent of the Association, until changed by the Board of Directors, is 6415 Avalon Woods Drive, Lakeland, Florida, 33813, and the name of the registered agent of the Association at that address is Jessica M. Hall. The mailing address of the corporation is P.O. Box 6052, Lakeland, FL 33807.

ARTICLE III

PURPOSES AND POWERS

1. The General Purposes and Powers for which the Association is formed are as follows:

The Association is chartered as a not-for-profit corporation under the laws of the State of Florida. Each lot or tract owner of Delphi and Delphi Addition Subdivisions, herein referenced, including the present Owner of said lot or tracts, is and will be a mandatory member of the Delphi Property Owners' Association, Inc., a Florida corporation not-for-profit, and will maintain membership in the Association as long as the lot or tract is owned. Said membership shall subject the present and future owner(s) of said lots or tracts as well as said lots or tracts to these Restrictive Covenants and Conditions in all respects together with any future amendments thereof. Additionally, Jessica M. Hall, W. Wm. Ellsworth, Jr. and Doris W. Ellsworth are and will be each a non-voting and non-assessable member of the Association for life which shall entitle each to all rights and privileges thereof.

The membership of the Association may include as additional future members those owners of all or a part of any real properties lying within the E ½, SW 1/4; the NE 1/4, SW

1/4, SW 1/4; the S ½ SE 1/4, NW 1/4; and the N ½, NW 1/4, SE 1/4 in Section 9, Township 29 South, Range 24 East together with the NE 1/4, NE 1/4, NW 1/4 in Section 16, Township 29 South, Range 24 East; said properties may not necessarily be developed nor being adjacent to the Subdivisions, but deemed by the present Owner and/or Delphi Property Owners' Association, Inc. in their sole discretion to complement the membership of the Association; the annexation for membership of which shall be without objection of any Association members should their development require by any governmental agencies land use changes and/or variances. Unless and until annexed for membership, these Restrictive Covenants and Conditions shall not encumber or bind in any way the foregoing real properties proposed to be annexed nor in any way require annexation. In addition, the Board of Directors of the Property Owners' Association may and shall have the authority in the future to grant social membership(s) with or without conditions to individuals who do not own any real property entitlement for membership; however, any social membership(s) shall be non-voting but assessable as a social member of the Association on an annual basis; said membership fee and/or annual membership assessment may be determined otherwise than the annual membership assessment of that membership of the Association other than social membership. In addition, the Board of Directors are and shall be empowered to waive all or a part of any social membership(s) fees and/or assessments if deemed to be in the interest of the Property Owners' Association. Any additional future members shall henceforth maintain their good standing as a member and abide by the Articles of Incorporation, By-Laws, Rules and Regulations of the Association as may be amended from time to time.

Each lot or property or non-voting member further agrees to maintain said membership in the Association in good standing and to abide by the Articles of Incorporation, By-Laws, Rules and Regulations of the Association as may be amended from time to time; however, no amendment shall be made as to either the Articles of the Incorporation, By-Laws, Rules and Regulations of the Association that will in any way exclude mandatory membership of each lot owner of each of the Subdivisions referenced or affect the surface water management system of the Subdivisions as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the requirement that the Subdivisions' Property Owners' Association shall operate and maintain said surface water management system in accordance herewith, unless prior approval otherwise is obtained from the Southwest Florida Water Management District.

On-site wetland mitigation, if any, as defined by the District which requires on-going monitoring and maintenance shall also require the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the District's Permit. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities. If the Association ceases to exist, all of the lot, tract and/or parcel owner members of the Association shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Southwest Florida Water Management District General Management Surface Water Permit as issued for the Subdivisions, unless and until an alternate entity assumes responsibility.

The Property Owners' Association is empowered:

1. To enforce those Restrictive Covenants and Conditions pertaining to the Subdivisions and any other Restrictive Covenants and Conditions pertaining to any other Subdivision or development (the lot, tract and/or parcel owner(s) of which are members of the Association) either for its own account or in conjunction with lot, tract or parcel owners, and to enact Rules of Usage and regulations pertaining to any tract or parcel of real property or easement that may be conveyed to the Association for the common use of all members. In this regard, any recorded easement whether by Plat notation or otherwise may, if deemed necessary by the Association, be diminished in width and so noted of record.

2. To modify those Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot or tract in regard to lot

or tract line setback requirements, minimum ground floor square footage of any residence two stories or more, and/or the placement of garages with a side-yard entrance. In this regard, it may not modify said Restrictive Covenants and Conditions so as to diminish those minimum square footage residential requirements pertaining to said lots or tracts as contained therein.

3. To manage, construct, repair, maintain and/or improve all drainage easements; all drainage retention/detention easements; and/or all other easements which are for the use and benefit of all property owners of the Subdivisions as shown and contained within said Plats thereof or dedicated herein. Maintenance and/or improvements shall also include any fences and/or walls, hedges and landscaping areas with or without irrigation attributable thereto and within and/or adjacent to said drainage retention/detention easements and/or as otherwise noted on the Plats of the Subdivisions or dedicated herein. In this regard, the Association shall perpetually operate and maintain said drainage easements and/or drainage retention/detention easements as common property in accordance with the surface water management system of the Subdivisions as permitted by the Southwest Florida Water Management District which shall include and not be limited to culverts and related appurtenances. It shall have a perpetual easement and/or license of entry over any lot or tract within the Subdivisions for these purposes.

4. To manage, construct, maintain, repair and/or improve for the use of its members and their guests and/or invitees all improvements now upon or to be placed (whether by either the present Owner and/or Delphi Property Owners' Association, Inc.) on common areas of use including but not limited to Tracts A & B of Delphi Subdivision and Tract B of Delphi Addition Subdivision, and the Private Roadways designated on the Plats of the Subdivisions, security walls, gates, gate house with mail receptacles along the Subdivisions' entrance from Delphi Drive, security walls, fencing, and/or hedging within and along a portion of the perimeters of the Subdivisions; Subdivisions' signage; private lighting; all landscaping and irrigation pertaining thereto now upon or to be placed on common areas of use and along and at the Subdivisions' entrance from Delphi Drive and all Roadways, walkways and/or trails within the Subdivisions as well as storm water drainage and retention/detention easements contained therein and all utilities used by the Association and its members in common areas of use. In this regard, it shall have a perpetual easement and/or a license of entry over any lot or tract within the Subdivisions for the purposes of maintenance, construction and/or repair for these uses herein set forth.

5. To manage the affairs of the Association in all respects, including, but not limited to, maintaining an Association office, the hiring and/or retaining of necessary employees, secretarial services and/or management services.

6. To place easements of record, if necessary, for utility and/or drainage along any lot or tract line in the Subdivisions (the lot, tract and/or parcel owners of which are members of this Association) and to construct and/or maintain same. In this regard, it shall have the right to construct and/or maintain a water well(s) within the common areas of the Subdivisions together with distribution lines therefrom for the purpose of providing landscaping irrigation.

7. To place a temporary easement, if necessary, with or without recording for construction ingress and egress purposes over and across any lot, tract and/or parcel within any real property whether a platted Subdivision or not that has membership in the Association giving access thereto from any adjacent public road for the purpose of aiding in the construction of singly-family private residences within said real property whether a platted Subdivision or not. This easement in use shall be maintained by the Association. In this regard, said easement shall be securely gated at its intersection with any adjacent public road, and the Association shall set reasonable days and hours for its usage. The Association shall retain the right to discontinue said easement of use at its option with notice of said discontinuance being recorded, if said temporary easement was recorded.

8. To maintain security within the Subdivisions, and in this regard to hire security personnel, to operate the Subdivisions' entrance gating on a 24-hour or less basis, if deemed necessary, as well as security personnel for the purpose of monitoring the common areas of the Subdivisions. It shall have the right, but not the duty, to enunciate a Neighborhood Crime

Watch Security Program or other similar program for the Subdivisions as a whole.

9. To obtain insurance at its discretion for loss purposes, whether for casualty or liability, covering all real properties, easements and/or improvements thereupon in the Subdivisions and used in conjunction with and/or the purpose of this Association and its members in common including, but not limited to, walls and/or fencing and/or gating within the Subdivisions or at the Subdivisions' entrance, entrance improvements, drainage easements and drainage retention/detention easements as shown upon the Plats of the Subdivisions, and/or all property of the Association, as well as Officers, Directors, and Committee members and Employees of the Association. In addition, it may bond, if desired, Directors, Officers, and Employees of the Association. Further, it may defend, indemnify and hold harmless from damages and/or expenses incurred by any Director, Officer, Committee Member, Employee or Agent of the Association who is made a party or threatened as such to any pending and/or contemplated actions, suit or proceedings of any nature, as a Director, Officer, Committee Member, Employee or Agent of the Association. A damage deficit for repairs of common property when insurance coverage does not cover the actual repair cost may be levied for collection as a special assessment against a lot owner member's lot within the Subdivisions.

10. To pay utilities together with real estate taxes and assessments, if any, attributable to the properties and/or improvements within the Subdivisions which are owned and/or being maintained by the Association. In this regard, the Association shall pay those utility costs attributable to street and security lighting and poles within the Subdivisions until such time that the lot, tract and/or parcel owners of the Subdivisions shall be assessed those utility costs via a Special Lighting District ordinance as petitioned for and granted by Polk County, Florida, or otherwise. The Special Lighting District that may be granted shall allow an expansion in Amendment thereof to thereafter include future lots, tracts and/or parcel member ownerships in the Association whether or not contained within a platted Subdivision in order to accommodate future street and security lighting and poles contained within said future lots, tracts and/or parcels in their future costs assessments rather than their said costs being paid by the Association.

11. It shall have the right, but not the duty, to maintain improved or unimproved lots, tracts and/or parcels within the Subdivisions where the lot, tract and/or parcel owner has failed to maintain same in keeping said lot, tract and/or parcel free and clear of debris, litter, trash and/or unsightly weeds and to assess the costs thereof against said lot, tract and/or parcel owner. It shall have an easement and/or license of entry over any lot, tract and/or parcel within the Subdivisions for the purposes of this maintenance.

12. To convey for cash, terms and/or exchange Association property; to rent Association property, to acquire property for the ownership, use and benefit of the Association and/or its members either by purchase or otherwise; to sue and be sued; to contract for services to provide for the operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; to borrow funds and pay interest thereupon that may be required on behalf of the Association for the payment of any costs of improvements and/or amenities and/or the maintenance thereof located on the common areas of the Subdivisions, and further for the purpose of funding any annual operating deficit of the Association until the next annual assessment shall be determined by the Board of Directors in lieu of a special assessment for said deficit in the interim; to require all lot owners within the Subdivisions to become and continually be members of the Association; and to transact any and all lawful business.

13. In addition to all other remedies, the Board of Directors of the Association may levy fine(s) upon a lot, tract and/or parcel owner member for failure and/or for failure of the owner's tenant(s), guest(s), or invitee(s) to comply with and Restrictive Covenants and Conditions and/or any rule or regulation of the Association pertaining thereto. The Notice of Proposed Fine shall be given to that owner in writing who shall have 14 days thereafter to comply or request a hearing before a committee appointed by the Board of three (3) Association members (none of which are Officers, Directors, or Employees of the Association or related thereto) after which written notice of the committee result shall be mailed or delivered to said lot, tract and/or parcel owner member and/or the owner's tenant(s), guest(s) and/or invitee(s), if applicable, with any fine imposed requiring full payment in 90 days.

A fine may not exceed \$100 per each singular violation which may be a daily fine, and if of a continuing nature may not exceed \$1,000 cumulatively unless otherwise provided in the governing documents of the Association. Unpaid fine(s) shall be treated as an individual assessment to that lot, tract and/or parcel owner member and if \$1,000 cumulatively or more shall be a recordable lien securing same against that lot, tract and/or parcel; the collection of which shall include interest, costs and attorney's fees, by legal action, if necessary.

A fine imposed shall not be the Association's exclusive remedy otherwise entitled and will not be deducted from or offset against any damages which the Association may be otherwise entitled from such lot, tract and/or parcel owner member.

14. To determine, prepare, deliver notice of and collect assessments from the Association members for the purposes of the foregoing and to enforce liens for such assessments uncollected against a lot, tract or parcel owner's lot, tract and/or parcel within the Subdivisions, with interest, costs and attorney's fees, by legal action, if necessary.

15. To accept for its use and benefit from the present Owner and/or its assigns those grants, conveyances and/or dedications so reserved by the present Owner and/or its assigns whether or not as shown in any Subdivision Plat and/or enumerated in any Restrictive Covenants and Conditions pertaining thereto or otherwise so reserved. To accept as the operation entity the transfer of the surface water management system of the Subdivisions or the surface water management system pertaining to any other real property member of the Association as permitted by the Southwest Florida Water Management District.

16. To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under any Restrictive Covenants and Conditions pertaining to any Subdivision membership in the Association; these Articles of Incorporation; its By-Laws, Rules and Regulations.

ARTICLE IV

MEMBERS

1. Each lot or tract owner of Delphi Park Subdivision, Plat Book 160, Pages 36 & 37, and Delphi Addition Subdivision, Plat Book 162, Pages 6 & 7, Public Records of Polk County, Florida, shall be a mandatory member of the Association.
2. Each lot or tract owner hereinafter referenced upon acquisition of a lot or tract shall be liable and obligated to pay an initial membership fee and on a prorated basis from the date of acquisition to the Association the current annual property improvement and management assessment covering the cost of maintenance, improvement and operation of the various common areas under control of the Property Owners' Association herein above referenced which are for the private use and benefit of the lot or tract owners and/or any current special assessments that may be made from time to time as necessary for those purposes. Each lot or tract that has membership in the Association shall bear equal portions of each annual and/or special assessments regardless of location, dimension or size.

Excluded from the payment of said initial membership fee and annual and/or special assessments are lots or tracts owned by the present Owner/Developer, Delphi Realty Development, Inc., until title thereof is transferred to a third party (not being a related entity and other than to a licensed building contractor).

Upon the sale and closing of a residence constructed upon any lot or tract by the present Owner/Developer, its related entity, or a licensed building contractor, at that time payment shall be required of said initial membership fee and the current annual and/or special assessments (as may be prorated) due the Association and attributable thereto.

Residential construction commencement by the present Owner/Developer, its related entity and/or a licensed building contractor upon any lot, tract and/or parcel member of the Association for rental purposes shall be excluded from the payment of said initial membership fee and annual and/or special assessments (as may be prorated) due the Association and attributable thereto until rented and thence thereafter.

Notwithstanding the foregoing, the present Owner/Developer, its related entity and/or a licensed building contractor may construct a residence upon said real property for the immediate purpose in use for a model home which shall be excluded from the payment of said initial membership fee and annual and/or special assessments (as may be prorated) until sold to a third-party purchaser.

3. Each lot or tract owner as a member of the Association at all Association membership meetings, if in good standing, shall be entitled to one (1) vote for each lot or tract owned; however, a lot or tract owner of two or more contiguous lots or tracts may upon building a single-family private residence upon said lots or tracts (where the placement of said residence prohibits construction of an additional residence thereupon) choose to limit membership as a multiple lot/tract owner to one membership. The choice shall be in writing, shall be directed to the Association and may be made at the time of obtaining a certificate of occupancy therefore from the appropriate governmental entity. Said choice shall not entitle the multiple lot or tract owner a rebate of the initial membership fee per lot or tract and/or a proration refund of any assessments per lot or tract paid in advance; however, thereafter all contiguous lots or tracts so utilized shall be treated as one lot or tract for the purpose of assessment and membership in the Association hereunder. Nevertheless, should after said election a contiguous lot or tract upon which a single-family private residence has not been constructed shall be conveyed to a third-party, then and in that event, said subsequent lot or tract owner from the date of said conveyance shall be deemed a member of the Association and subject as other lot or tract owner members to all annual and special assessments of the Association for the purposes herein stated; current fiscal year assessments being prorated as of the date of said conveyance.
4. There shall be a \$750 initial membership fee per lot or tract payable to Delphi Property Owners' Association, Inc. upon a lot or tract acquisition from the present Owner except those acquisitions excluded from an initial membership fee payment as set forth in paragraph 2 above. The initial membership fees paid to the Association upon lot or tract acquisition from the present Owner shall be used for the payment of expenses and/or reimbursements by the Association necessary for the purposes of its operation and responsibilities which shall include, but not limited to, maintaining the common areas within the Subdivisions, maintaining the corporation as required by the State of Florida, filing its annual tax returns, paying its property taxes and utility expenses (including street lighting), maintaining its insurance coverage, opening and maintaining its bank account, and the repayment of any interim loan(s) including interest attributable made by the present Owner and/or third parties in order to fund the Association's obligations in this regard.
5. During the month of April in each year, commencing in 2017, the Board of Directors of the Association shall establish an annual assessment for the Association for each lot or tract membership in the Association. Each annual assessment shall be payable in advance on or before the first day of June of each succeeding year with the initial annual assessment payable on or before the first day of June for the fiscal year June 1, 2017 - May 31, 2018, and likewise, for each fiscal year thereafter. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. Special assessments for these purposes may from time to time be made by the Board of Directors.

Annual and special assessments shall be prorated as of the date of a lot or tract acquisition from the present Owner except those acquisitions excluded in the payment thereof as set forth in paragraph 2 above. Otherwise, there shall be no other prorations, except as between lot or tract owners, of any assessments, and any unpaid assessments

due to Association at any time shall become the obligation of a new lot or tract owner member upon the purchase of said lot or tract.

6. During the month of April in each year, commencing in 2021 or sooner, the Board of Directors of the Association shall call an initial meeting and thereafter shall call annual meeting(s) during each subsequent April of the membership of the Association for the purpose of electing members of the Board of Directors; establishing the amount of the Association's annual maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing fiscal year. Said call (or that for any other Association meeting) shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting and shall be mailed to all lot owners at the last addresses for said owner shown on the books and recorded by the Association or to the lot owner's addresses as shown on the books and recorded by the Association or to the lot owner's addresses as shown on the Polk County Tax rolls. The annual election of the Board of Directors, each year's annual assessments and business of the Association, shall be determined at said meeting by the affirmative written vote of a majority of those Association members in good standing present in person or represented by proxy at said meeting.
7. The Association shall be empowered through its Officers and/or Board of Directors to place and record a charging lien against the lot owner's lot within the Subdivision for non-payment of such assessments, fines, charges and/or costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on any lot and taking title thereto after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected assessments, charges and/or costs on the part of the Association that have accrued to the date that it has taken title to said lot; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot until it shall have been paid in full in accordance herewith at title acquisition.
8. A member not in good standing with the Association shall include a member that has failed to pay any assessments, fines, charges and/or costs, of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association affairs or to hold office within the Association.

ARTICLE V

VOTING

The mandatory members of the Association entitled to voting privileges are set forth in Article I herein. Each lot owner (other than the present Owner/Developer, its successors and/or its assigns) as a member of the Association at all Association membership meetings, if in good standing, shall be a Class "A" voting membership entitled to one (1) vote for each lot owned; however, a lot owner of two or more contiguous lots may upon building a single-family private residence upon said lots (where the placement of said residence prohibits construction of an additional residence thereupon) choose to limit membership as a multiple lot owner to one membership. The choice shall be in writing, shall be directed to the Association and may be made at the time of obtaining a certificate of occupancy therefore from the appropriate governmental entity. Said choice shall not entitle the multiple lot owner a rebate of the initial membership fee per lot and/or a proration refund of any assessments per lot paid in advance; however, thereafter all contiguous lots so utilized shall be treated as one lot for the purpose of assessment(s) and membership in the Association hereunder. Nevertheless, should after said election a contiguous lot upon which a single-family private residence has not been constructed shall be conveyed to

a third-party, then and in that event, said subsequent lot owner from the date of said conveyance shall be deemed a member of the Association and subject as other lot owner members to all annual and special assessments of the Association for the purposes herein stated; current fiscal year assessments being prorated as of the date of said conveyance.

Each Class "A" vote must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple owners are unable to agree as to how the vote is to be cast, or if more than one Class "A" vote is cast for any lot, none of the votes for that lot shall be counted. However, if any owner cast a Class "A" vote on behalf of a lot, it shall be conclusively presumed that owner was acting with the authority and consent of all other owners of that lot.

The sole Class "B" voting membership shall be the present Owner/Developer, its successors and/or its assigns, which shall be entitled to nine (9) votes for each lot owned in the Subdivisions, plus nine (9) votes for each additional future real properties that may in the future be included as additional future members of this Association that have not yet been annexed but which could be developed and/or annexed as lands eligible for annexation by the Association under the terms of these Articles of Incorporation. The Class "B" member shall be entitled to cast all of its votes in any vote or election held by the Association. As each lot in the Subdivision is conveyed by the present Owner/Developer as herein set forth, the Class "B" votes for that lot shall lapse and the Class "B" membership shall terminate in favor of the new Class "A" owner membership with said lot so conveyed entitled to one (1) vote. Unless otherwise required by operation of law, Class "B" voting membership shall terminate with all eligible voting membership properties becoming Class "A" voting membership for voting purposes as of June 9, 2036 unless terminated prior to that date by the present Owner/Developer and/or its assigns as the holder of the Class "B" voting membership.

Association membership of each owner shall be appurtenant to and inseparable from the real property giving rise to such membership, and any transfer of title thereof shall operate automatically to transfer to the new owner the membership in the Association appurtenant to that real property.

ARTICLE VI

MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice-President and Secretary/Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the meeting of the Board of Directors immediately following the initial membership meeting of the Association in 2021, or sooner, and likewise annually thereafter. The President and Vice-President shall be members of the Board of Directors, but no other officer need be a member of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible. The Board of Directors and/or President may from time to time appoint committees of the Association whose members need not be Association members for advisory purposes to the Board of Directors and/or officers of the Association, as the case may be.

No member of the Board of Directors or any officer or any committee member of the Association shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided that such person had acted in good faith, without willful or intentional misconduct based upon such information that person may have possessed.

ARTICLE VII

LIENS

The Association shall be empowered through its officers and/or Board of Directors to place and record a charging lien against a lot or tract owner's lot or tract within the Subdivisions or upon any other lot, tract and/or parcel that may in the future be entitled to membership whether or not platted within a Subdivision for nonpayment of such assessments, charges and/or costs that have been properly made hereunder and in accordance with these Articles of Incorporation, the By-Laws, Rules and Regulations of the Association, and to prosecute said lien through civil action for foreclosure against the lot or tract owner's lot or tract in accordance with the laws of the State of Florida. Removal of said lien shall require the lot or tract owner to pay said lien amount in full, including interest at the lawful rate allowed by law, recording costs and attorney's fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot or tract whether originating before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage, on any lot or tract and taking title therein after default through foreclosure or otherwise, shall have no obligation for the payment of accrued and uncollected assessments, charges and/or costs on the part of the Association that have accrued to the date that it has taken title to said lot or tract; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot or tract until it shall have been paid in full in accordance herewith.

ARTICLE VIII

OFFICERS

The names of the present Officers to these Articles of Incorporation and who are to serve until the first election of Officers by the Board of Directors are:

Jessica M. Hall	-	President
Margaret S. Ireland	-	Vice-President
Mariana Reinberg	-	Secretary/Treasurer

ARTICLE X

DIRECTORS

1. The Association shall have three (3) directors initially. Thereafter, at the initial membership meeting of the Association in 2021, or sooner, the number of Directors may be either increased or diminished from time to time (but shall never be less than three (3)) and elected by a majority of the membership present at any authorized meeting.

2. The names and addresses of the persons who are present members of the Board Directors are:

Jessica M. Hall	-	P.O. Box 6052, Lakeland, FL, 33807
Margaret S. Ireland	-	P.O. Box 6052, Lakeland, FL, 33807
Mariana Reinberg	-	P.O. Box 6052, Lakeland, FL, 33807

3. The above directors shall serve until the first annual meeting of the Association and thereafter as provided for herein.

4. At each annual meeting of the Association, the Association members shall elect the members of the Board of Directors by a plurality of the votes cast at such election, and such Board members shall serve until the next annual meeting of the Association.

5. The Board of Directors shall see that all assessments shall be assessed equally against all lot or tract owners as outlined in Article IV. Where there are multiple owners of any lots or tracts, such owners shall be jointly and severally liable for the payment of all assessments.

6. The Board of Directors, from time to time, may adopt By-Laws of the Association as well as membership Rules and Regulations which may be amended or rescinded by them. In addition, any By-Law, Rule and/or Regulation so adopted may be amended, modified or rescinded at any Association meeting by a majority vote of the members present.

7. In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his or her predecessor.

ARTICLE X

AMENDMENTS

The Association through its membership shall have the right to amend, modify and/or rescind any or all of the Restrictive Covenants and Conditions pertaining to Delphi and Delphi Addition Subdivisions as referenced herein, by amendment, modification and/or rescission thereof upon the written direction of two-thirds (2/3) or more of the entire membership in the Association without regard to class.

Other than the foregoing right of the membership to amend, modify and/or rescind said Restrictive Covenants and Conditions pertaining to Delphi and Delphi Addition Subdivisions referenced herein other amendments to these Articles of Incorporation may be approved by the Board of Directors, proposed by them to the members, and approved at any meeting by a two-thirds (2/3) vote of the members present, provided that no less than ten (10) days notice by mail shall have been given to all members, setting forth the proposed amendment(s), modification(s) and/or rescission(s) to these Articles of Incorporation.

These rights of the membership of the Association to amend, modify and/or rescind Restrictive Covenants and Conditions pertaining to Delphi and Delphi Addition Subdivisions as referenced herein shall continue, carryover and be applicable to any future lots, tracts and/or parcels that shall be members of the Association whether or not platted within a Subdivision upon which there has been imposed of record Restrictive Covenants and Conditions pertaining thereto.

However, notwithstanding the foregoing, no amendment, modification, and/or rescission to the Restrictive Covenants and Conditions pertaining to Delphi and Delphi Addition Subdivisions as referenced herein or these Articles of Incorporation may be made that would in any way exclude mandatory membership of each lot or tract owner of the Subdivisions or affect the surface water management system of the Subdivisions, including the water management portions of the common areas contained therein, and the requirement that the Association shall operate and maintain said surface water management system as permitted by the Southwest Florida Water Management District, unless prior approval thereof is obtained from the Southwest Florida Water Management District.

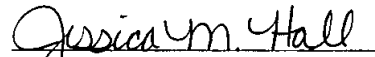
ARTICLE XI

TERM

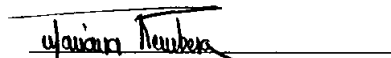
This Association shall have perpetual existence; however, if the Association shall become dissolved by law, or otherwise, and not reinstated in accordance with the laws of the State of Florida, then and in that event, the drainage easements and/or drainage retention/detention

easements as shown on the Plats of Delphi and Delphi Addition Subdivisions as herein referenced, shall be conveyed by the last surviving member(s) of the Board of Directors of the Association or their successors to an appropriate governmental agency or public utility; and if not accepted, then the surface water management system facilities of the Subdivisions shall be then dedicated and/or conveyed to a similar non-profit corporation chartered under the laws of the State of Florida by the members hereof for the purposes herein set forth.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of Delphi Property Owners' Association, Inc. have executed this Restatement of Articles of Incorporation of Delphi Property Owners' Association, Inc. for the purposes herein intended which shall be effective February 15, 2017.


Jessica M. Hall


Margaret S. Ireland


Mariana Reinberg

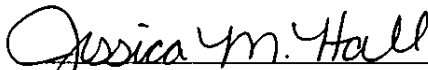
DELPHI PROPERTY OWNERS' ASSOCIATION, INC.

CERTIFICATE FOR RESTATEMENT OF ARTICLES OF INCORPORATION

The undersigned, Jessica M. Hall, is the President of record of Delphi Property Owners' Association, Inc. and a Member of the Board of Directors.

I Hereby Certify that on February 15, 2017 the Board of Directors of said Association; being 3 in number, at a Special Meeting called for that purpose adopted by unanimous vote a Restatement of the Articles of Incorporation of said Association to be effective as of February 15, 2017; a copy thereof being attached hereto and made a part hereof.

I Hereby Further Certify that said Restatement does not contain any Amendments requiring member approval.

A handwritten signature in cursive script that reads "Jessica M. Hall". The signature is written in dark ink and is positioned above a horizontal line.

Jessica M. Hall

President & Director of Delphi Property Owners' Association, Inc.

Dated: February 15, 2017