

1/28/22, 10:58 AM

Division of Corporations

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H22000037024 3)))



H220000370243ABCU

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

Account Name : GREENSPOON MARDER, P.A.
Account Number : 076064003722
Phone : (888)491-1120
Fax Number : (954)333-4242

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

Email Address: _____

FEB 01 2022

ALBRITTON

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
ESPLANADE ON PALMER RANCH HOMEOWNERS ASSOCIATION,
IN**

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$43.75

SECOND SUBMISSION
Please provide original file
date of Jan. 28, 2022.

H22000037024 3

**ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF
ESPLANADE ON PALMER RANCH HOMEOWNERS ASSOCIATION, INC.**

(A Florida corporation not for profit)

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

BRIAN HUGHES, Secretary of ESPLANADE ON PALMER RANCH 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 October 28, 2016, Document Number N16000010539, under Chapter 617 of the laws of the State of Florida.
2. The Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade on Palmer Ranch was recorded on June 19, 2018, as Instrument #2018081459, of the Public Records of Sarasota 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 as provided herein.
5. The following Amendment was adopted by the Board of Directors by Written Consent in Lieu of Meeting on January 25, 2022, and there are no members entitled to vote on the Amendment.

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

1. Article I, Section 1, is hereby amended to read as follows:

1. "Architectural Guidelines" means those design guidelines, rules and procedures established by Declarant pursuant to Section 4.3 of the Declaration, as may be amended from time to time by the ~~Architectural Review Board (as defined in Article II, Section 2.1, of the Declaration)~~ Association.

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 and maintain the Common Area and establish and enforce the Community Standards in accordance with the terms of, and purposes set forth in, the Governing

H22000037024 3

H22000037024 3

Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

3. Article V, Section D, is amended to read as follows:

The Association shall have three (3) classes of voting membership:

1. Class "A" Members shall be the Owners of Single Family Lots in Esplanade on Palmer Ranch, with the exception of Declarant while Declarant is a Class "C" Member, each of whom shall be entitled to one (1) vote for each Single Family Lot owned.

2. Class "B" Members shall be the Owners of Condominium Units in Esplanade on Palmer Ranch, with the exception of Declarant while Declarant is a Class "C" Member, each of whom shall be entitled to one (1) vote for each Condominium Unit owned.

3. Class "C" Member shall be Declarant, **Declarant Class "C" Membership and voting rights shall cease to exist on the Turnover Date, but all of Declarant's other rights and privileges as Declarant, as set forth elsewhere in the Declaration, or in the Bylaws, shall continue as long as Declarant holds any property within Esplanade on Palmer Ranch for sale in the ordinary course of business. Declarant,** who shall be entitled to three times the total number of votes of the Class "A" Members and Class "B" Members plus one (1). Class "C" membership shall cease and be converted to Class "A" and Class "B" membership upon the earlier to occur of the following events ("Turnover Date"):

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

(b) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the community as described in the Governing Documents;

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

(d) 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 Declarant rights and responsibilities first arising after the date of such assignment;

H22000037024 3

H22000037024 3

(e) upon a receiver for the Class "B" 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

(f) at such time as Declarant shall designate in writing to the Association.

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.

Members other than Developer are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Homes in all phases of Esplanade at Palmer Ranch which will ultimately be operated by the Association have been conveyed to Members.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, 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.

F. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class "C" 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.

H22000037024 3

H22000037024 3

~~Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a voting certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:~~

~~1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.~~

~~2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.~~

~~3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.~~

I. A quorum shall consist of persons entitled to cast at least twenty percent (20%) of the total number of votes of the Members.

4. The first paragraph of Article VIII is hereby amended to read as follows.

ARTICLE VIII OFFICERS

~~The affairs of the Association shall be managed by the~~**have the following officers:** President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members;~~or the parents, children or spouses of Members.~~ **Only one Owner of a Lot may be a director at one time.**

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

H22000037024 3

H22000037024 3

IN WITNESS WHEREOF, this Certificate of Amendment has been executed by the Secretary of the Association this 27 day of January, 2022.

WITNESSES:

ESPLANADE ON PALMER RANCH
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

[Signature]
Print Name: Rita L. Lavoie

By: [Signature]
BRIAN HUGHES, Secretary

[Signature]
Print Name: Morris Hill

(CORPORATE SEAL)

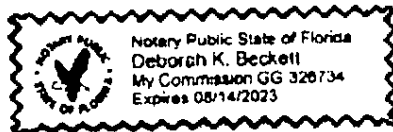
STATE OF FLORIDA)
COUNTY OF SARASOTA)

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 means of [x] physical presence or [] online notarization by BRIAN HUGHES, as Secretary of ESPLANADE ON PALMER RANCH 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 27th day of January, 2022.

My Commission Expires:

[Signature]
Notary Public
Deborah K. Beckett
Typed, printed or stamped name of Notary Public



H22000037024 3