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AMEND AND RESTATED INC

**1. LIBERTY SHORES MINI HOME COMMUNITY HOMEOWNERS
ASSOCIATION, INC**

(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

5. _____
(CORPORATE NAME AND DOCUMENT #)

6. _____
(CORPORATE NAME AND DOCUMENT #)

**SPECIAL
INSTRUCTIONS:**

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF LIBERTY SHORES

THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF LIBERTY SHORES ("**Articles**") are made this 1st day of June 2023, by Daniel Diaz Leyva, Esq. (the "**Registered Agent**") and Amanda G. Gomez, Esq. (the "**Incorporator**") for LIBERTY SHORES MINI HOME COMMUNITY HOMEOWNERS ASSOCIATION, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS

WHEREAS, the Association is currently governed by that certain Declaration of Covenants, Conditions, and Restrictions for Liberty Shores, as amended, by and between the Association and Steven and Katherine Heintz (the "**Original Declarant**") dated October 8, 2019 and recorded October 9, 2019 in Official Records Book 964, Page 1182 through Page 1225 of the Public Records of Hendry County, Florida (the "**Original Declaration**"), those certain Articles of Incorporation filed on April 23, 2018 with the Florida Secretary of State (the "**Original Articles**"), and those certain Bylaws dated October 8, 2019 and recorded October 9, 2019 in Official Records Book 964, Page 1165 through Page 1181 of the Public Records of Hendry County, Florida (the "**Original Bylaws**") (collectively, the "**Original Governing Documents**");

WHEREAS, Original Declarant and LGI Homes – Florida, LLC, a Florida limited liability company (the "**Declarant**") entered into that certain Purchase and Sale Agreement for Vacant Lots for the Liberty Shores Project dated March 22, 2023, which closing took place on April 6, 2023 (the "**Closing Date**");

WHEREAS, Original Declarant and Declarant entered into that certain Assignment and Assumption of Rights as Developer Under the Declaration of Covenants, Conditions, and Restrictions for Liberty Shores dated April 6, 2023, whereby Original Declarant assigned to Declarant any and all of Original Declarant's rights, title, interests, privileges, obligations and liabilities as "Developer" or "Declarant" under the Original Declaration, from and after the Closing Date, along with all development orders, permits, and land use entitlements related to Liberty Shores as more fully described in the Original Declaration (the "**Assignment of Declarant Rights**");

WHEREAS, Original Declarant resigned as Directors and Officers of the Association on the Closing Date in accordance with those certain resignation letters dated April 5, 2023;

WHEREAS, pursuant to Article VII, General Provisions, Paragraph 2 – Amendment, of the Original Declaration, the Original Governing Documents may be amended unilaterally by Owners holding at least seventy-five percent (75%) of the Lots in the Liberty Shores subdivision without the consent of the Original Declarant, so long as the Original Declarant no longer owns any Lot or property affected by the Original Governing Documents; and

WHEREAS, as of the date of these Amended and Restated Articles, Declarant owns at least seventy-five percent (75%) of the Lots in Liberty Shores, Original Declarant does not own any Lot or property in Liberty Shores, and the Declarant desires to amend the Declaration.

NOW THEREFORE, pursuant to the powers retained by the Declarant under the Original Declaration and this Declaration, the Declarant, by and through the Registered Agent and Incorporator of the Association, hereby declares that the Original Articles are deleted in their entirety and replaced with the following:

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FLORIDA

ARTICLES OF INCORPORATION
OF
LIBERTY SHORES MINI HOME COMMUNITY HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT FOR PROFIT CORPORATION)

In compliance with the requirements of the laws of the State of Florida and for the purpose of forming a not-for-profit corporation, the undersigned does hereby acknowledge:

1. Name of the Corporation. The name of the corporation is LIBERTY SHORES MINI HOME COMMUNITY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").
2. Principal Office. The principal office of the Association is 17425 Bridge Hill Court, Suite 101, Tampa, Florida 33647.
3. Registered Office – Registered Agent. The street address of the Registered Office of the Association is 396 Alhambra Circle, 14th Floor, Coral Gables, Florida 33134. The name of the Registered Agent is Day Pintey LLP, c/o Daniel Diaz Leyva, Esq.
4. Definitions. The Community Declaration for LIBERTY SHORES MINI HOME COMMUNITY HOMEOWNERS ASSOCIATION, Inc. (the "Declaration") will be recorded in the Public Records of Hendry County, Florida, and shall govern all of the operations of the community to be known as LIBERTY SHORES. All Owners of Real Property within the community known as LIBERTY SHORES shall be Members of the Association governed by the Declaration. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the rights and interests of the Association and the Owners, in perpetuity unless properly dissolved in accordance with the Declaration. In the event of dissolution, the Declaration shall provide that any permitted projects shall be transferred to and maintained by the agency with jurisdiction over such permitted project.
6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservation set forth in the Declaration reserved to it, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions, and agreements governing or binding the Association.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

7.4 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.6 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the written consent of the Declarant; or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the property reserved to it within LIBERTY SHORES, the Common Areas, Lots, Parcels and Homes as provided therein and in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, reserved to it in connection with LIBERTY SHORES, the Common Areas, Lots, Parcels and Homes as provided therein and in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.10 To have an exercise any and all powers rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.11 To employ personnel and retain independent contractors to contract for management of the Association, LIBERTY SHORES, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and LIBERTY SHORES, as provided in the Declaration, such as, but not limited to, contract with telecommunications service providers for telecommunications services, including, but not limited to operating and performing maintenance of a permitted project by any agency with jurisdiction over said project, including, but not limited to, the St. Johns River Water Management District, on property owned by the Association.

7.13 To establish committees and delegate certain of its functions to those committees;
and

7.14 To have the power to sue and be sued.

7.15 To operate and maintain the SWMS. The Association shall operate and manage the SWMS in a manner consistent with the SJRWMD Permit requirements and applicable SJRWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. The Association shall levy and collect adequate assessments against members of the Association for costs of maintenance and operation of the SWMS.

8. Voting Rights. Owners and the Declarant shall have the voting rights set forth in Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

Name	Address
Jim Moyle	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647
Butch Borsdorf	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647
Jeff Riopelle	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date of the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover, The Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendment From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

12.4 Compliance with HUD, FHA, VA, FNMA, and GNMA. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications, and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, and GNMA or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be required or required by HUD, FHA, VA, FNMA, and GNMA or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments

by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as a follows:

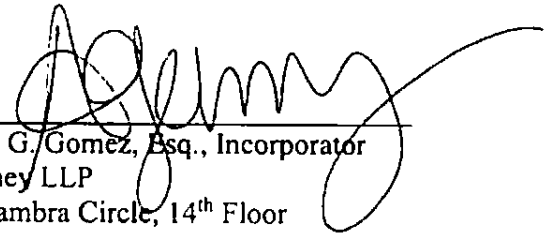
President	Jim Moyle	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647
Vice President	Butch Borsdorf	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647
Secretary/Treasurer	Jeff Riopelle	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors, and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willfully misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and the one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, the Association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors, or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which

authorized the contract or transaction or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 1 day of June, 2023.



Amanda G. Gomez, Esq., Incorporator
Day Pitney LLP
396 Alhambra Circle, 14th Floor
Coral Gables, FL 33134

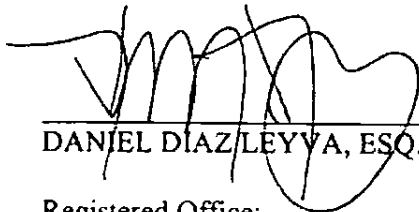
ACCEPTANCE OF REGISTERED AGENT

The undersigned, having been named to accept service of process for the above stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 1 day of June, 2023

Day Pitney LLP

A Florida professional limited liability company


A handwritten signature in black ink, appearing to read 'Daniel Diaz/Leyva', is written over a horizontal line.

Registered Office:

396 Alhambra Circle

14th Floor

Coral Gables, Florida 33134

Principal Corporation Office:

17425 Bridge Hill Court, Suite 101

Tampa, Florida 33647