

N20000010784

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
EDGEWATER SHORES HOMEOWNERS ASSOCIATION INC**

Certificate of Status	0
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ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION

EDGEWATER SHORES HOMEOWNERS ASSOCIATION, INC.

The corporation is filing these Articles of Amendment to Articles of Incorporation pursuant to Section 617.1006, Florida Statutes.

1. The name of the corporation is Edgewater Shores Homeowners Association, Inc. ("Association").
2. The document number of the Association is N20000010784.
3. The amendment to the Articles of Incorporation attached hereto as Exhibit "A" was adopted by the Board of Directors on October 2, 2020.
4. The members of the Association are not entitled to vote on the amendment.

In witness whereof, the undersigned President of the Association has executed these Articles of Amendment effective as of the day and year set forth below.

EDGEWATER SHORES HOMEOWNERS
ASSOCIATION, INC.

By: _____

Scott Brooks

Its: President

Date: October 2, 2020

EXHIBIT "A"

AMENDMENTS TO ARTICLES OF INCORPORATION

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-For-Profit Corporation Act and Chapter 720, Florida Statutes (the "Act") for the operation of the Community. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Governing Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Assessments against the Members to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Common Area.

(C) To purchase insurance for the protection of the Common Area, the Association and the Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Common Area.

(E) To make, amend and enforce Rules and Regulations as set forth in the Governing Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Governing Documents.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to the Community and the Governing Documents.

(H) To contract for the management and maintenance of the Community, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Governing Documents to be exercised by the Association's Board of Directors or the Members.

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- (I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of the Community.
- (J) To borrow money as necessary to perform its other functions hereunder.
- (K) To grant, modify or move any easement.
- (L) To acquire, own, lease and dispose of any real and personal property.
- (M) To sue and be sued.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area and other property the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by a similar non-profit organization or entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Notwithstanding the foregoing, the Association shall not be terminated, dissolved or liquidated without the written consent and joinder of the Founder during the Development and Sale Period, as defined in the Amended and Restated Charter for Babcock Ranch Residential Properties recorded in the Public Records of Charlotte County, Florida in O.R. Book 4377, Page 1001 et. seq., as amended and supplemented (the "Master Charter"), and thereafter, Babcock Ranch Residential Association, Inc., its successors or assigns (the "Master Association").

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Subsequent to the Turnover Date, amendments to these Articles may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-third (1/3) of the Voting Interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. A proposal to amend these Articles must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Articles for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

(C) Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Board of Directors. Subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as the Developer owns a Parcel, an amendment to these Articles shall not be effective without the prior written

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consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit.

Notwithstanding anything to the contrary contained in this Article VIII, these Articles shall not be amended without the written consent and joinder of the Founder during the Development and Sale Period, and the Master Association thereafter. However, the approval of the Founder or the Master Association shall not be required for amendments to these Articles of Incorporation solely for the purpose of correcting typographical or grammatical errors that do not change the substantive provisions of these Articles of Incorporation; provided that any such amendment is not materially adverse to and does not remove, revoke, or modify any right or privilege of the Founder, during the Development and Sale Period under the Master Charter, or the Master Association.

(D) Effective Date. Subject to the foregoing approval requirements, ~~a~~An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Charlotte County, Florida, with the formalities required for the execution of a deed.