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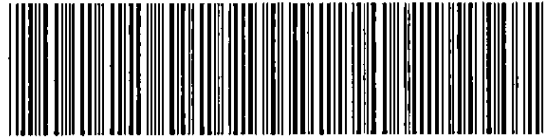
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**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
MOTORCOACH RESORT ST. LUCIE WEST OWNERS ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

Substantial rewording of Articles of Incorporation. See these Articles of Incorporation for present text.

MOTORCOACH RESORT ST. LUCIE WEST OWNERS ASSOCIATION, INC., formerly known as the RV RESORT AT ST. LUCIE WEST OWNERS ASSOCIATION, INC. (the "**Association**"), is organized and governed as a Florida corporation not for profit pursuant to Florida Statutes Section 617. The Association is a homeowners' association also governed by: (a) Chapter 720 (the "**HOA Act**"); (b) the Declaration of Covenants, Conditions, Restrictions and Easements for Outdoor Resorts at St. Lucie West RV Resort **recorded January 6, 1999, in Official Records Book 1195, Page 1646**, as amended and restated by: (i) the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for RV Resort at St. Lucie West, **recorded February 9, 2017, in Official Records Book 3962, Page 633**; and (ii) the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Motorcoach Resort St. Lucie West ("**Second Amended Declaration**"). recorded with, and to which these Second Amended and Restated Articles of Incorporation of Motorcoach Resort St. Lucie West Owners Association, Inc., are attached, all of the Public Records of Saint Lucie County, Florida, as further amended and supplemented from time to time (collectively, the "**Declaration**"); (c) these Second Amended and Restated Articles of Incorporation of RV Resort at St. Lucie West Owners Association, Inc. (these "**Articles**"); (d) the Second Amended and Restated Bylaws of RV Resort at St. Lucie West Owners Association, Inc. (the "**Bylaws**"); and (e) the Amended Rules and Regulations promulgated by the Association (the "**Rules**"). Hereinafter, the Declaration, these Articles, the Bylaws and the Rules, all as amended and supplemented from time to time, may be collectively referred to as the "**HOA Documents**".

**ARTICLE I
PERTINENT INFORMATION REGARDING THE ASSOCIATION**

1.1 **Name.** The name of this Association is MOTORCOACH RESORT ST. LUCIE WEST OWNERS ASSOCIATION, INC.

1.2 **Principal Address.** The principal address of the Association is 800 N.W. Peacock Boulevard, Port Saint Lucie, FL 34986.

1.3 **Mailing Address.** The mailing address of the Association is 800 N.W. Peacock Boulevard, Port Saint Lucie, FL 34986.

1.4 **Changes to the Principal Address and Mailing Address.** The principal address and the mailing address of the Association may be changed from time to time, in the sole discretion of the Board of Directors of the Association ("**Board**").

1.5 **Fiscal Year.** The fiscal year of the Association shall be the calendar year; however, the Fiscal Year of the Association may be changed by the Board pursuant to the approval of a Resolution by a majority vote of the Board.

1.6 Seal. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not-For-Profit".

1.7 Term. The term of the Association shall be perpetual.

1.8 Purpose. The purposes for which the Association is organized are to: (a) promote the health, safety and social welfare of the Members of the Association; (b) maintain, repair, replace, operate and manage the Property, including the real and personal property (owned or leased) by the Association, including, but not limited to, the Common Area Improvements and all easements and rights appurtenant to the Property and the Common Area intended for use in connection with the Property; (c) own portions of, operate, lease, sell, trade and otherwise deal with the Common Area and the Common Area Improvements now or in the future; (d) control the specifications, architecture, design, appearance, elevation and location, as applicable, of all Lots, all Permitted RVs and Improvements on Lots, ground cover and landscaping, walls, fences, antennae, sewers, drains, disposal systems or other structures constructed, place or permitted to remain on a Lot, as well as all alterations, improvements, additions or changes thereto; (e) provide for private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association; (f) operate without profit for the benefit of the Members; and (g) perform all of the functions contemplated by the Association as undertaken by the Board, all in accordance with the plan set forth in the HOA Documents and all other lawful purposes.

1.9 Definitions. Words commencing with capital letters are defined in the Second Amended Declaration and are incorporated herein by reference.

ARTICLE II ASSOCIATION POWERS

2.1 Enumerated Powers of the Association. The Association shall have the following powers: (a) all common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the HOA Documents or the HOA Act; (b) all powers established in favor of a homeowners association pursuant to the HOA Act; (c) to make, amend and enforce reasonable rules and regulations governing the use of the Property (including the Lots, the Permitted RVs and the Common Area); (d) to make, levy, collect and enforce Assessments and Charges in order to provide funds to pay for the Expenses; (e) to maintain, repair, replace, operate and manage the Property; (f) to pay all Expenses; (g) to use and expend the proceeds of such Assessments and Charges in the exercise of the powers and duties of the Association; (h) to reconstruct improvements on the Property in the event of casualty, Condemnation or other loss and to make further improvements to the Property; (i) to enforce by legal means the provisions of the HOA Documents and the HOA Act; (j) to employ and retain a Manager and such employees as necessary to administer and carry out the services required for proper administration of the Association and the payment of all salaries of such personnel; (k) to enter into service contracts to provide for the maintenance, operation and management of the Property, which contracts not to be fully performed in one (1) year shall be in writing; (l) to enter into any other agreements consistent with the purposes of the Association, including, but not limited to: (1) agreements for the management of the Association and the Property, which shall be limited in duration to no more than three (3) years and may authorize the Manager to assist the Board in carrying out the Association's powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and maintenance, repair and replacement of Improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the

Association for such purposes and terminating contracts and authorizations; however, the Association and the Association's Board shall retain at all times the powers and duties granted by the HOA Documents and the HOA Act; and (2) agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any Improvements thereon, including the payment of taxes, insurance for the protection of Members and the Association against casualty and liability in accordance with the HOA Documents and the HOA Act, power, water, sewer and other utility services rendered to the Property not billed directly to Owners of Lots, maintenance and repairs, all of which are Expenses; and (3) agreements with regard to the installation, maintenance and operation of a "master" television antenna system and a cable television, internet communications and monitored alarm system with the term to be approved by the Board in the Board's reasonable discretion; (m) to purchase Lots and to acquire and hold, lease, mortgage and convey such Lots, including the right to purchase a Lot at a foreclosure sale or take title pursuant to a deed in lieu of foreclosure resulting from the Association's foreclosure of the Association's Claim of Lien for unpaid Assessments; (n) to acquire title to real and personal property or otherwise hold, convey, lease and mortgage Property owned by the Association or the Common Area for the use and benefit of the Members, which power to acquire is subject to the following provisions and limitations: (1) the power to acquire personal property may be exercised by the Board, without a vote of the Members; and (2) the acquisition, conveyance, lease or mortgaging of the Common Area shall require approval of the Members by an affirmative vote of two-thirds (2/3) of the Members, except with regard to the financing of insurance premiums, which financing may be approved by a majority vote of the Board and a majority a vote of the Members; (o) to convey a portion of the Common Area to a condemning authority for the purposes of providing Utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings; (p) to grant, modify or move any easement if the easement constitutes part of or crosses the Common Area, subject to the following provisions and limitations: (1) such grant, modification or change in location may be made by a majority vote of the Board; and (2) the Board is not authorized to modify, move or vacate any easement created, in whole or in part, for the use or benefit of anyone other than the Owners or crossing the property of anyone other than the Owners, without the consent or approval of those other persons having the use or benefit of the easement; (q) to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities, regardless of whether the lands or facilities are contiguous to the Property, if such lands and facilities are intended to provide enjoyment, recreation or other use or benefit to the Owners, subject to the following provisions and limitations: (1) the Association may not acquire or enter into such agreements, except upon a vote of, or written consent by, the Members of the Association in the same manner as that required to approve an amendment to the Declaration; and (2) the Declaration may provide that the rental, membership fees, operations, replacements and other expenses are Expenses and may impose covenants and restrictions concerning use and may contain other provisions not inconsistent with the HOA Act; and (r) to engage in the prosecution and settlement of disputes pursuant to the provisions of Article XXIV of the Bylaws and the HOA Act.

2.2 Authority of Members. No Member, including Declarant, has any authority to act for the Association by reason of being a Member of the Association, the Declarant or an Owner of a Lot.

ARTICLE III MEMBERS

3.1 Membership in the Association. Membership in the Association is established by the acquisition of ownership of fee title to a Lot as evidenced by the recording in the Public Records of a deed or other instrument of conveyance. Members shall consist of the current record title Owners of the Lots.

3.2 Termination of Membership in the Association. The membership in the Association by an Owner terminates upon the sale of such Owner's Lot.

3.3 Conditions for Membership. A purchaser of a Lot shall not become a Member, unless and until such acquisition fully complies with the provisions of Section 12.1. of the Declaration. New Members shall deliver to the Association a copy of the deed of conveyance or other instrument of acquisition of title to a Lot in accordance with the provisions of Section 12.1 of the Declaration.

3.4 Membership Appurtenant to a Lot. Membership in the Association is an appurtenance to ownership of a Lot. No Member may assign, hypothecate or transfer in any manner such Member's membership interest or such Member's share in the funds and assets of the Association, except as an appurtenance to the Member's Lot.

ARTICLE IV BOARD OF DIRECTORS

4.1. Form of Administration. The form of administration of the Association shall be by a Board of Directors.

4.2 Number of Directors. At no time shall the Board consist of less than five (5) Directors. The number of Directors may be increased or decreased from five (5) Directors to any number greater than three (3) Directors upon a majority vote of the Members.

4.3 Term. Directors shall be elected for a term of two (2) years. At the expiration of any Director's initial term, such Director may be re-elected for one (1) additional term, however, a Director may not serve for more than two (2) consecutive terms. Notwithstanding the foregoing limitation, a former Director may be re-elected after remaining off the Board for at least one (1) term and may serve two (2) consecutive terms pursuant to the terms of this Section 4.3.

4.4 Director Eligibility. The eligibility of an Owner to be a Director is governed by Section 3.3 of the Bylaws.

4.5 Meetings of the Members and Election of Directors. Notices of meetings of the Members are promulgated by Article IV of the Bylaws; the provisions governing meetings of the Members are governed by Article V of the Bylaws; and Member voting and election procedures are governed by Article VI of the Bylaws.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.1 Association Powers and Duties exercised by the Board. All of the powers and obligations of the Association enumerated in Section 2.1 of these Articles shall be exercised by the Board in accordance with the provisions of the HOA Documents and the HOA Act.

5.2 Other Necessary and Statutory Powers. The Board shall have all other powers and duties reasonably necessary to operate the Association and maintain the Property in compliance with the HOA Documents and the HOA Act.

ARTICLE VI OFFICERS

6.1 Officers. The officers of the Association and the manner of election of officers of the Association are set forth in Article XIII of the Bylaws.

ARTICLE VII INDEMNIFICATION

7.1 Every Director and every officer of the Association (and the Directors and officers as a group) (hereinafter individually as “**Indemnitee**” and collectively as “**Indemnities**”) shall be indemnified by the Association against all expenses and liabilities, including attorneys’ fees, paralegal charges and court costs (at all trial and appellate levels) reasonably incurred by or imposed upon Indemnities in connection with any proceeding, litigation or settlement in which Indemnities may become involved by reason of Indemnities being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not Indemnities are Directors or officers at the time such expenses or liabilities are incurred. Notwithstanding the terms set forth above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where an Indemnitee admits or is adjudged to have engaged in willful misfeasance or malfeasance in the performance of such Indemnitee’s duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to, and not exclusive of, any and all rights of indemnification to which Indemnities may be entitled whether by statute or common law. The indemnification hereby afforded to Indemnities shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers.

ARTICLE VIII DIRECTOR CONFLICTS OF INTEREST

8.1 Contracts and Other Transactions with Directors. In order for the Association to enter into a contract, approve a resolution or other transaction with one (1) or more of the Association’s Directors or a corporation, firm or association, which is not an affiliated homeowners’ association or other entity in which one (1) or more of the Association’s Directors is also a director or officer or is financially interested: (a) each Director is required to disclose the relationship or interest of the Director at the meeting at which the vote shall be taken; (b) the disclosure must be set forth in the minutes of said

meeting; (c) the authorization, approval or ratification of such contract or transaction shall be approved by an affirmative vote of two-thirds (2/3) of the Directors present without counting the votes or consents of such interested Directors; and (d) at the next regular or special meeting of the Members, the Board must disclose the existence of the contract, the resolution or other transaction to the Members. Upon motion of any Member, the contract, the resolution or transaction shall be brought up for a vote and may be canceled by a majority vote of the Members present. If the Members cancel the contract or transaction, the Association is only liable for the reasonable value of goods and services provided up to the time of cancellation and the Association is not liable for any termination fee, liquidated damages or other penalty for such cancellation.

8.2 Receipt of Goods or Services. An officer, Director or manager may not solicit, offer to accept or accept any goods or services of value for which consideration has not been provided for his or her benefit or for the benefit of a member of his or her immediate family from any person providing or proposing to provide goods or services to the Association. If the Board finds that an officer or Director has violated the restrictions established by this Section 8.2, the Board shall have the power to immediately remove the officer or Director from office without a vote of the Members. The vacancy shall be filled by the Board until the end of the Director's term of office. However, an officer, Director or manager may accept food to be consumed at a business meeting with a value of less than \$25.00 (or such other maximum amount promulgated by the HOA Act from time to time) per individual or goods or services received in connection with trade fairs or education programs.

ARTICLE IX DISSOLUTION OR MERGER OF THE ASSOCIATION

9.1 Dissolution. The Association may be dissolved upon: (a) a resolution approved by three-fourths (3/4) of the members of the Board; and (b) approved by a vote of two-thirds (2/3) of the Members of the Association.

9.2 Distribution of Assets upon Dissolution. Upon dissolution of the Association, all of the Association's assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner: (a) dedication of all or portions of the Common Area to any applicable municipal or other similar non-profit corporation or governmental body determined by the Board to be appropriate for such dedication, subject to acceptance by such entity; or (b) distribution equally to each of the Members as tenants in common. Notwithstanding the foregoing, it is expressly understood that Saint Lucie County, Florida, the City of Port Saint Lucie, Florida, or any other entity is not obligated to accept any such dedication or maintenance responsibility, unless accepted by appropriate resolution

9.3 Merger. The Association may be merged into another not-for-profit Florida corporation upon: (a) a resolution approved by three-fourths (3/4) of the members of the Board; and (b) approved by a vote of two-thirds (2/3) of the Members of the Association.

ARTICLE X AMENDMENTS

10.1 Amendment. These Articles may be amended by: (a) the affirmative vote of not less than a majority of the Board at a regular or special meeting of the Board; and (b)(i) a majority or more of the total voting interests of the Association; and (ii) a majority or more of the voting interests of the Members other than Declarant.

10.2 Amendments to Declaration. 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.

10.3 Amendments to be recorded in the Public Records. A copy of each amendment to these Articles shall be certified by the Secretary of State of the State of Florida and such certified copy shall be recorded in the Public Records.

10.4 References to the Florida Statutes. All references to Florida Statutes Sections and Chapters contained in these Articles shall include the Florida Statutes Sections and Chapters referenced in these Articles together with any future amendments to, or renumbering of, such Florida Statute Sections and Chapters.

10.5 Amendments to the HOA Act and Florida Regulations. All amendments to the HOA Act and the Florida regulations applicable to homeowner associations that become effective after the date of approval of these Articles by the Board, which conflict with the terms of these Articles, shall modify any applicable conflicting terms of these Articles.

ARTICLE XI EMERGENCY POWERS

11.1 Emergency Powers. The Board, in response to damage caused by an event for which a state of emergency is declared pursuant to Florida Statutes Section 252.36 in the area encompassed by the Association, may exercise the following powers: (a) conduct Board meetings or meetings of the Members after notice of the meetings and Board decisions are provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Property or any other means the Board deems appropriate under the circumstances; (b) cancel and reschedule an Association or a Board meeting; (c) designate assistant officers who are not Directors if an officer is incapacitated or unavailable, in which event, the assistant officer has the same authority during the state of emergency as the officer he or she assists; (d) relocate the Association's principal office or designate an alternative principal office; (e) enter into agreements with counties and municipalities to assist counties and municipalities with debris removal; (f) implement a disaster plan before or immediately following the event for which a state of emergency is declared, which may include, but is not limited to, turning on or shutting off electricity, water, sewer or security systems or air conditioners for Common Area Improvements; (g) based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Property unavailable for entry or occupancy by Owners, Rental Guests or Guests to protect their health, safety or welfare; (h) based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Property can be safely inhabited or occupied; however, such determination is not conclusive as to any determination of

habitability pursuant to the Declaration; (i) mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry or other fixtures on or within the Common Area; (j) levy Special Assessments without a vote of the Owners; and (k) without Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient.

11.2 Time Limitations. The authority granted by Section 11.1 is limited to that time reasonably necessary to protect the health, safety and welfare of the Association and the Owners, Rental Guests and Guests and to mitigate further damage and make emergency repairs.

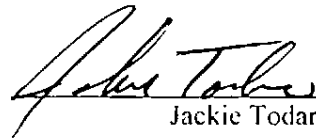
ARTICLE XII REGISTERED AGENT AND REGISTERED OFFICE

12.1 Current Registered Agent. The current registered agent of the Association is Richard D. Percic.

12.2 Current Address of the Registered Agent. The street address of the current registered agent is 790 Juno Ocean Walk, Suite 600, Juno Beach, FL 33408-1121.

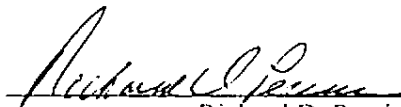
12.3 Changes in Registered Agent and Address. The registered agent and the address of the registered agent of the Association may be changed by the Board from time to time.

IN WITNESS WHEREOF, the President of the Association has hereunto affixed his signature, this ____ day of January, 2020.



Jackie Todaro, President

The undersigned hereby confirms acceptance of the designation of Registered Agent of MOTORCOACH RESORT ST. LUCIE WEST OWNERS ASSOCIATION, INC., as set forth in Section 12.1 of these Articles and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

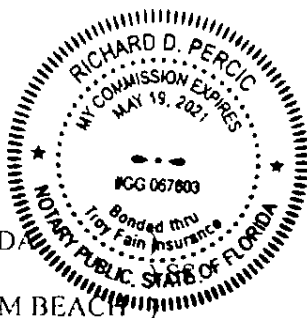


Richard D. Percic

STATE OF FLORIDA)
) SS:
COUNTY OF SAINT LUCIE)

The foregoing Articles of Incorporation was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of January, 2020, by Jackie Todaro as President of MOTORCOACH RESORT ST. LUCIE WEST OWNERS ASSOCIATION, INC., a Florida corporation not for profit. Jackie Todaro is ☒ personally known to me or ☐ produced a driver's license as identification.

[NOTARY SEAL]



Richard D. Percic
Notary Public – State of Florida
Printed Name: RICHARD D PERCIC
My Commission Expires: 5/19/2021

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of January, 2020, by Richard D. Percic, as Registered Agent, who is ☒ personally known to me or ☐ produced a driver's license as identification.

[NOTARY SEAL]



Lorraine M. Quarles
Notary Public – State of Florida
Printed Name: LORRAINE M. QUARLES
My Commission Expires: _____

Prepared by and return to:

Richard D. Percic, Esquire
JECK, HARRIS, RAYNOR & JONES, P.A.
790 Juno Ocean Walk, Suite 600
Juno Beach, FL 33408-1121

Telephone: (561) 713-2094

***CERTIFICATE REGARDING APPROVAL OF SECOND AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR MOTORCOACH RESORT
ST. LUCIE WEST, SECOND AMENDED AND RESTATED ARTICLES OF
INCORPORATION OF MOTORCOACH RESORT ST. LUCIE WEST
OWNERS ASSOCIATION, INC., AND SECOND AMENDED AND
RESTATED BYLAWS OF MOTORCOACH RESORT ST. LUCIE WEST
OWNERS ASSOCIATION, INC., RULES AND REGULATIONS FOR
MOTORCOACH RESORT ST. LUCIE WEST OWNERS ASSOCIATION, INC.,
AND PRIMARY OCCUPANT DESIGNATION CERTIFICATE***

THIS CERTIFICATE ("**Certificate**") is made by the President and Secretary of MOTORCOACH RESORT ST. LUCIE WEST OWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "**Association**").

WHEREAS, the Association is a Florida not-for-profit corporation responsible for the management and operation of the Property pursuant to the terms of that AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RV RESORT AT ST. LUCIE WEST recorded February 9, 2017, in Official Records Book 3962, Page 633, of the Public Records of Saint Lucie County, Florida (the "**Amended Declaration**"); and

WHEREAS, attached to the Amended Declaration were the following: : (a) AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE RV RESORT AT ST. LUCIE WEST OWNERS ASSOCIATION, INC. ("**Amended Articles**"); (b) AMENDED AND RESTATED BYLAWS OF RV RESORT AT ST. LUCIE WEST OWNERS ASSOCIATION, INC. ("**Amended Bylaws**"); (c) RULES AND REGULATIONS OF RV RESORT AT ST. LUCIE WEST OWNERS ASSOCIATION, INC.; and (d) PRIMARY OCCUPANT DESIGNATION CERTIFICATE.

WHEREAS, with regard to amendments to the Amended Declaration, Section 17.1 of the Amended Declaration provides, as follows:

This Declaration may be amended at any time and from time to time by: (a) a resolution approved by a majority of the Board; and (b) by the vote or written consent of the Members representing both: (i) a majority or more of the total voting interests of the Association; and (ii) a majority or more of the voting interest of the Members other than Declarant. Such amendment shall be evidenced by a certification signed by the President and Secretary of the Association recorded in the Public Records.

WHEREAS, with regard to amendments to the Amended Articles, Section 10.1 of the Amended Articles provides, as follows:

These Articles may be amended by: (a) the affirmative vote of not less than a majority of the Board at a regular or special meeting of the Board; and (b)(i) a majority or more of the total voting interests of the Association; and (ii) a majority or more of the voting interests of the Members other than Declarant.

WHEREAS, with regard to amendments to the Amended Bylaws, Section 26.1 of the Amended Bylaws provides, as follows:

These Bylaws may be amended by: (a) the affirmative vote of not less than a majority of the Board at a regular or special meeting of the Board; and (b)(i) a majority or more of the total voting interests of the Association; and (ii) a majority or more of the voting interests of the Members other than Declarant. Such amendment shall be evidenced by a certification signed by the President and Secretary of the Association recorded in the Public Records.

WHEREAS, with regard to amendments to the Rules, Sections 21.1 and 21.2 of the Amended Bylaws provides:

21.1 Notice of Amendments regarding Lot Use. Written notice of a meeting of the Board at which an amendment to the Rules regarding Lot use will be considered must be mailed, delivered or electronically transmitted to the Owners and posted conspicuously on the Property at least fourteen (14) days before the meeting of the Board. Evidence of compliance with this fourteen (14)-day notice requirement must be made by an affidavit executed by the person providing the notice, which affidavit shall be filed among the Official Records.

21.2 Modification of Rules. The Board by an affirmative vote of a majority of the Board may adopt, amend or rescind Rules for the operation and use of the Property at any Board meeting; provided: (a) such Rules are not inconsistent with the HOA Documents; and (b) proper notice has been given pursuant to Section 21.1.

NOW, THEREFORE, the President and Secretary of the Association hereby certify to the following:

I. The: (a) Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Motorcoach Resort St. Lucie West; (b) the Second Amended and Restated Articles of Incorporation of Motorcoach Resort St. Lucie West Owners' Association, Inc.; and (c) the Bylaws of Motorcoach Resort St. Lucie West Owners' Association, Inc., were approved by: (a) a majority of the

Board; (b) 60.26% of the total voting interests of the Association, including Declarant, by the execution of Written Consents; and (c) 52.14% of the voting interests of the Members other than Declarant, also by the execution of Written Consents.

2. The Rules were approved by a majority of the Board of Directors after giving proper notice to the Members pursuant to Section 21.1 of the Amended Bylaws.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association executed this Certificate on this 7th day of January, 2020.

MOTORCOACH RESORT ST. LUCIE WEST
OWNERS ASSOCIATION, INC., a Florida
corporation not for profit

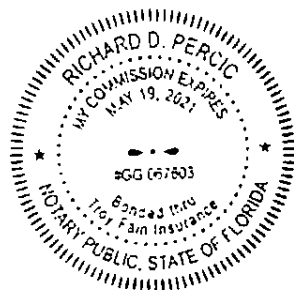
By: *Jackie Todaro*
Jackie Todaro, President

By: *Jack Nice*
Jack Nice, Secretary

STATE OF FLORIDA
COUNTY OF SAINT LUCIE

The foregoing Certificate was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 7th day of January, 2020, by Jackie Todaro, as President, and Jack Nice, as Secretary, on behalf of MOTORCOACH RESORT ST. LUCIE WEST OWNERS ASSOCIATION, INC., a Florida corporation not for profit, who ☒ are personally known to me or ☐ produced driver's licenses as identification.

[Notary Seal]



Richard D. Percio
Notary Public – State of Florida
Printed Name: RICHARD D. PERCIO
My Commission Expires: 5/19/2021