

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 19, 2019, for SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC which changed its name to BULOW SHORES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N16000006953.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-first day of February, 2019



Handwritten signature of Laurel M. Lee in black ink.

Laurel M. Lee

Secretary of State

Instrument Prepared by:
Erum S. Kistemaker, Esq.
Chiumento Dwyer Hertel Grant & Kistemaker
120 East Granada Blvd.
Ormond Beach, FL 32176

**CERTIFICATE TO AMEND AND RESTATE
THE ARTICLES OF INCORPORATION OF SEASIDE LANDINGS HOMEOWNERS
ASSOCIATION, INC.**

The undersigned Directors of SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC. (the "Association"), the Florida Not-for-Profit Corporation in charge of the residential community known as SEASIDE LANDINGS, according to the Declaration of Covenants, Restrictions and Easements thereof as recorded in Official Records Book 2158, Page 659, of the Public Records of Flagler County, Florida (the "Declaration") and the ARTICLES OF INCORPORATION OF SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC., as recorded in Official Records Book 2158, Pages 697-710 (the "Articles"), hereby certify that the following amendment to the Articles was proposed and approved by unanimous vote at a duly noticed and conducted meeting of the Association on February 7, 2019. The undersigned further certify that the Articles amendment was proposed and approved pursuant to Article XIII, Sections B and G of the Articles, Sections 4.6 and 4.7 of the Bylaws of Seaside Landings Homeowners Association, Inc., as recorded in Official Records Book 2158, Pages 712-721, of the Public Records of Flagler County, Florida, Florida Statutes 720.303(2)(c)(1), and all applicable law. The Association further certifies that the Articles as amended were duly filed with the Secretary of State of the State of Florida and that the amendment attached hereto is a Certified Copy of the Articles of Amendment and Articles of Incorporation provided to the Association by the Secretary of State of the State of Florida.

The Articles are hereby amended TO CHANGE THE NAME OF THE RESIDENTIAL COMMUNITY TO "BULOW SHORES" AND TO CHANGE THE NAME OF THE HOMEOWNERS' ASSOCIATION TO "BULOW SHORES HOMEOWNERS ASSOCIATION, INC." as follows:

SUBSTANTIAL REWORDING, SEE CURRENT TEXT

(THIS SPACE INTENTIONALLY LEFT BLANK)

19 FEB 19 PM 5:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC. has caused this certificate to be executed in its name on the respective dates set forth below.

ASSOCIATION:

SEASIDE LANDINGS HOMEOWNERS
ASSOCIATION, INC., a Florida corporation not
for profit

WITNESSES AS TO ASSOCIATION:

(Signature)

 Print Name Denise M. Sinters

By: *(Signature)*

 Name: John Patten
 Title: President

(Signature)

 Print Name Kelly J Stewart

Attest: *(Signature)*

 Name: Jon Riley
 Title: Vice-President

STATE OF FLORIDA)
) SS
 COUNTY OF Collier)

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 John Patten and Jon Riley, the President and Vice-President, respectively, of SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. John Patten is personally known to me or has produced _____ as identification. Jon Riley is personally known to me or has produced _____ as identification.

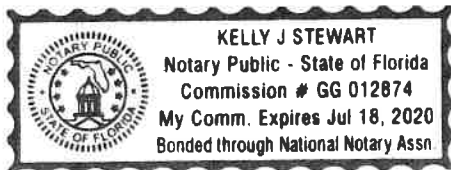
WITNESS my hand and official seal in the County and State last aforesaid this 7th day of February, 2019.

(Signature)

 Notary Public, State of Florida at Large
(Signature)

 Typed, Printed or Stamped Name of Notary Public

My Commission Expires: 7/18/20



**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BULOW SHORES HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

WHEREAS, the original Articles of Incorporation of Seaside Landings Homeowners Association, Inc., were filed with the Florida Department of State on July 15, 2016, and

WHEREAS, these amended and restated Articles of Incorporation contain amendments to all of the articles, and

WHEREAS, the Board of Directors approved the amendments and these amended and restated Articles of Incorporation by unanimous vote at a duly noticed and convened board meeting held on February 7, 2019, and

WHEREAS, the members of the association were not entitled to vote on the amendments.

NOW THEREFORE, the following are adopted as the amended and restated Articles of Incorporation of Seaside Landings Homeowners Association, Inc.

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles, certifies as follows:

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings (or if not defined below, as defined in the Declaration):

“Articles” means these Articles of Incorporation and any amendments hereto.

“Architectural Guidelines” means those design guidelines, rules and procedures established by the Declarant pursuant to the Declaration.

“Assessments” means the assessments for which all “Owners” (as hereinafter defined) are obligated to the “Association” (as hereinafter defined) and includes “Individual Lot Assessments” and “Special Assessments” (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the “Bulow Shores Documents” (as hereinafter defined).

“Association” means Bulow Shores Homeowners Association, Inc., a Florida

corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes and is intended to be governed under Chapter 720, as amended from time to time.

"Association Property" shall have the meaning as set forth in the Declaration.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association and any amendments thereto.

"Community" or "Bulow Shores" means the real property encumbered by the Declaration.

"County" means Flagler County, Florida.

"Declarant" means Seaside Landings, LLC, a Delaware limited liability company, and any successor or assign thereof to which Declarant specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

"Declaration" means the Declaration of Covenants, Restrictions and Easements for Bulow Shores, which is to be recorded amongst the Public Records of the County, and any amendments thereto.

"Director" means a member of the Board.

"Member" means a member of the Association.

"Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Declaration and in any other Bulow Shores Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Association Property and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Bulow Shores Documents.

"Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Bulow Shores, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

“Bulow Shores Documents” means in the aggregate the Declaration, the Articles and the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any amendment(s) thereto.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

ARTICLE II NAME

The name of this corporation shall be BULOW SHORES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal and mailing address is c/o May Management Services, Inc., 1 Hammock Beach Parkway, #102, Palm Coast, Florida 32137.

ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Community and the Association Property in accordance with the terms of, and purposes set forth in, the Bulow Shores Documents and to carry out the covenants and enforce the provisions of the Bulow Shores Documents.

ARTICLE IV POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Bulow Shores Documents. All of the provisions of the Declaration and Bylaws, which grant powers to the Association, are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Bulow Shores Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Community, including the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association. Without limitation, the Association shall levy and collect adequate Assessments against Members of the Association for the costs of maintenance and operation of the stormwater management system. The Assessments shall be used for the maintenance and repair of the stormwater management system and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures and drainage easements.

4. To own, maintain, repair, replace, operate and convey the Association Property in accordance with the Bulow Shores Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Bulow Shores Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Bulow Shores in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Bulow Shores.

9. To operate, maintain and manage the stormwater management system in a manner consistent with the requirements of SJRWMD Permit No. IND-035-87306-3 and applicable SJRWMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;

(b) the collection of other charges that Owners are obligated to pay pursuant to the Bulow Shores Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Bulow Shores Documents;

(d) the enforcement of Association rules;

(e) the enforcement of the Architectural Guidelines;

(f) the enforcement of a contract entered into by the Association with vendors providing services to the Association;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

11. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Association Property in accordance with the Declaration and the Bulow Shores Documents and as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title

to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) 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; or

(ii) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the Community as described in the Bulow Shores Documents;

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

(iv) 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;

(v) 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

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

On the Turnover Date, Class A 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 (50%) percent of the Lots of Bulow Shores which will ultimately be operated by the Association have been conveyed to Members.

Declarant is entitled to elect at least one (1) member of the Board as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots of Bulow Shores. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Declarant to sell Lots, including, but not limited to, having a sales office, using the services of any broker or advertising Lots for sale.

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 Bulow Shores Documents.

F. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/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 B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one 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 natural person or by a corporation or other legal entity shall be cast by the person named in a 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 ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a 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.

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 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 a majority of the total number of votes of the Members.

ARTICLE VI TERM

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, but in the case of the surface water management system, to an appropriate agency of local government (in the event such agency of local government does not accept such conveyance of the surface water management system then, in such case, the surface water management system shall be conveyed to a similar non-profit corporation), or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In the event of the Association's termination, dissolution or final liquidation, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310 F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are: Leonard Lubart, 200 East Broward Boulevard, Suite 1800, Fort Lauderdale, Florida 33301.

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the 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.

The Board shall elect the President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	JOHN PATTEN
Vice-President:	JON RILEY
Secretary/Treasurer:	DENISE JINKENS

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association (“First Board”) and the “Initial Elected Board” (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the “Declarant’s Resignation Event” (as hereinafter defined) shall be an odd number of not less than three (3) nor more than seven (7), as the Board shall from time to time determine the number of Directors to comprise the Board from time to time. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or shareholders, members, officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
JOHN PATTEN	1100 5 th Avenue South, Suite 404 Naples, Florida 34102
JON RILEY	1100 5 th Avenue South, Suite 404 Naples, Florida 34102

DENISE JINKENS

1100 5th Avenue South, Suite 404
Naples, Florida 34102

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the Turnover Date, the Members (including Declarant) shall be entitled to elect all the Directors. The election shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

D. The Board shall continue to be so designated and elected, at each subsequent "Annual Members' Meeting" (as such term is defined in the Bylaws).

E. A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

F. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Members other than Declarant are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Members.

G. The term of a Director's service shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he/she resigns or is removed in the manner else provided.

H. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or the Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or the Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these 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.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total voting interests present at such meeting.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT


The street address of the initial registered office of the Association is 1 Hammock Beach Parkway, #102, Palm Coast, Florida 32137, and the initial registered agent of the Association at that address shall be May Management Services, Inc.

The Registered Agent shall maintain copies of all St. Johns Water Management District permits and permit actions for the benefit of the Association.

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

REGISTERED AGENT:

MAY MANAGEMENT SERVICES, INC.

BY: 
Print Name: Annie Marks
Dated: 9/13, 2016