

N/18000009544

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
MAGNOLIA SQUARE AT WATERWAY VILLAGE
HOMEOWNERS ASSPC**

Certificate of Status	1
Certified Copy	1
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ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION
MAGNOLIA SQUARE AT WATERWAY VILLAGE
HOMEOWNERS ASSOCIATION, INC.

2018 NOV 21 PM 5:18

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 Magnolia Square at Waterway Village Homeowners Association, Inc. ("Association").
2. The document number of the Association is N18000009544.
3. The amendments to the Articles of Incorporation attached hereto as Exhibit "A" were adopted by the Board of Directors on October 12, 2018.
4. There are no members or members entitled to vote on the amendments. The amendments were adopted by the Board of Directors pursuant to Article VIII(C) of the Articles of Incorporation.

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

MAGNOLIA SQUARE AT WATERWAY VILLAGE
HOMEOWNERS ASSOCIATION, INC.

By: David Kanarek
David Kanarek

Its: President

Date: October 12, 2018

EXHIBIT "A"

Additional language indicated by underlining.
Deleted language indicated by ~~hyphens~~.

Articles I, II and III of the Articles of Incorporation are amended as set forth below:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Magnolia Court Square at Waterway Village Homeowners Association, Inc., and its address is c/o Pulte Home Company, LLC, 4400 PGA Blvd., Suite 700, Palm Beach Gardens, FL 33410.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 720.301, Florida Statutes (2018) shall apply to terms used in these Articles, unless otherwise defined in the Declaration of Covenants, Conditions and Restrictions for Magnolia Court Square at Waterway Village ("Declaration").

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 a community to be known as "Magnolia Court Square at Waterway Village", located in Indian River County, Florida. 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 Magnolia Court Square at Waterway Village 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 Magnolia Court Square at Waterway Village and the Governing Documents.

(H) To contract for the management and maintenance of Magnolia Court Square at Waterway Village, 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.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of Magnolia Court Square at Waterway Village.

(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.

(N) To maintain and operate the Stormwater Management System, as more particularly described in the Declaration.

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 an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area and dissolution of the Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class "B" membership, but only if HUD and/or VA holds an Institutional Mortgage on one or more Parcels.