

Prepared by and return to:
Kevin T. Wells, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Rd., Bldg. B
Sarasota, FL 34237
(941) 366-9191

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH**


**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND BYLAWS OF
ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH, INC.**


The undersigned officers hereby certify that the attached Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of **ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH** and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of **ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH, INC.** ("Association") were approved by not less than two-thirds (2/3) of all Lots at the membership meeting held on February 6, 2023 together with the approval of at least a majority of the Board of Directors, as authorized by Article XIV, Section 8. B of the Declaration of Covenants, Conditions, Restrictions and Easements, Articles XII and XIII of the Articles of Incorporation, and Article 13.2 of the Bylaws. The Association further certifies that the attached amendments were proposed and adopted as required by the governing documents and Florida law.


The Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade was originally recorded at Official Records Book 2412, Page 3793 *et seq.* and the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade was recorded at Official Records Book 2489, Page 2080 *et. seq.*, all of the Public Records of Manatee County, Florida.


DATED this 15 day of February, 2023.

Signed, sealed and delivered:
in the presence of:

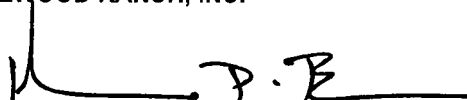
sign 
print Stacy Vermette

sign 
print Sabrina Gibson

sign 
print Stacy Vermette

sign 
print Sabrina Gibson

**ESPLANADE GOLF & COUNTRY CLUB AT
LAKEWOOD RANCH, INC.**

By: 
Krish Raju, President

Attest:

By: 
Fred Snyder, Secretary

(corporate seal)

**2023 AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

**ESPLANADE GOLF & COUNTRY
CLUB AT LAKEWOOD RANCH, INC.**

EXHIBIT B

“Substantial rewording. See governing documents for current text.”

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ARTICLE 1. DEFINITIONS

The definitions used in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for **Esplanade Golf & Country Club at Lakewood Ranch** (“Declaration”) are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles of Incorporation.

ARTICLE 2. CORPORATE NAME

The name of this corporation shall be **ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH, INC.**, a Florida corporation not-for-profit, whose principal office and mailing address are 12951 Malachite Drive, Lakewood Ranch, Florida 34211. The Board may change the Association’s principal office and mailing address from time to time in the manner provided by law.

ARTICLE 3. PURPOSES

The purposes for which the Association are organized is to hold title to, operate, administer, finance, insure, repair, replace, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in, the Esplanade Documents and to carry out the covenants and enforce the provisions of the Esplanade Documents.

ARTICLE 4. POWERS

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

4.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a Chapter 720, Florida Statutes homeowners association and a Chapter 617, Florida Statutes corporation not for profit.

4.2 Esplanade Document Powers. The Association shall have all of the powers granted to the Association in the Esplanade Documents.

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

4.3.1 To perform any act required or contemplated by it under the Esplanade Documents.

4.3.2 To make, establish, amend, abolish (in whole or in part) and enforce reasonable Rules and Regulations governing the use of the Association Property and the Lots.

4.3.3 To make, revise, 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.

4.3.4 To own, administer, maintain, finance, insure, repair, replace, manage, charge use fees and lease the Association Property in accordance with the Esplanade Documents and the Rules and Regulations.

4.3.5 To levy fines, suspend use rights and otherwise enforce, in the reasonable discretion of the Board, by any legal means the obligations of the Members and the provisions of the Esplanade Documents.

4.3.6 To employ personnel, retain independent contractors and professional personnel, and enter into service and/or maintenance contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, replacing, management and leasing 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 management certain powers and duties of the Association where permitted by Florida law.

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

4.3.8 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 Esplanade in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, Rules and Regulations and enforcement which will enhance the quality of life at Esplanade.

4.3.9 To borrow money and to obtain such financing as is reasonably necessary or appropriate to maintain, repair, replace, and insure the Association Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the operating funds of the Association and the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

4.3.10 As provided in Section 720.303(1), Florida Statutes, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of One Hundred Thousand Dollars (\$100,000.00), the Association must obtain the affirmative approval of a Majority of the Voting Interests at a meeting of the membership at which a quorum has been attained. This subsection does not limit any statutory or common-law right of any individual Member or class of Members to bring any action without participation by the Association.

4.3.11 To operate, maintain, and manage the surface water and storm water management system in a manner consistent with the requirements of the Water

Management District Permit (as defined in the Declaration) and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the surface water and storm water management system; and to levy and collect adequate Assessments against Owners for the cost of maintenance and operation of the surface water and storm water management system.

4.3.12 To create, appoint, modify, and disband Committee(s).

4.3.13 To the extent included in the annual budget, to use the proceeds of Assessments to encourage and facilitate social interaction and a sense of community among its Members.

4.4 **Emergency Powers.**

4.4.1 **Statutory Emergency Powers.** To the extent allowed by law, unless specifically prohibited by the Declaration, and consistent with Section 617.0830, Florida Statutes, the Board, in response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 252.34(4), for which a state of emergency is declared pursuant to Section 252.36 in the locale in which Esplanade Community is located, may exercise all of the powers contained in Section 720.316(1), Florida Statutes, as amended from time to time.

4.4.2 **Limitation on Emergency Powers.** The authority granted under Section 720.316(1), Florida Statutes is limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Members and their family members, Tenants, Guests, agents, or invitees, and to mitigate further damage, injury, or contagion and make emergency repairs.

4.4.3 **Ingress and Egress to Lots.** Notwithstanding the above, during a state of emergency declared by executive order or proclamation of the Governor pursuant to Section 252.36, the Association may not prohibit Members, Tenants, Guests, agents, or invitees of a Member from accessing the Common Property and facilities for the purposes of ingress to and egress from the Lot when access is necessary in connection with: (a) the sale, lease, or other transfer of title of a Lot; or (b) the habitability of the Lot or for the health and safety of such person unless a governmental order or determination, or a public health directive from the Centers for Disease Control and Prevention, has been issued prohibiting such access to the Lot. Any such access is subject to reasonable Rules and Regulations adopted by the Association.

ARTICLE 5. 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:

5.1 **Qualification for Membership.** The Members of the Association shall consist of all of the record Owners of Lots. Each and every Owner shall be a Member of the Association and exercise all of the rights and privileges of a Member.

5.2 **Change of Membership.** Membership in the Association shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records of the County. The Owner designated by such instrument thereby becomes a Member of the Association and the membership of the prior Owner is automatically terminated. The person, persons or entity thereby acquiring ownership of such Lot shall deliver a true copy of a deed or other instrument of acquisition of title to the Association within five (5) business days of its recording.

5.3 **Three Membership Types.** Every Owner within Esplanade shall be a Golf Member, a Club Member or an Original Resident Member of the Association, as further described in the Declaration and below. Golf, Club and Original Resident Membership is appurtenant to, and may not be separated from, ownership of a Lot. The rights, powers, duties and privileges of Members shall be as set forth in the Declaration, and in these Articles and the Bylaws of the Association.

5.4 **Membership Privileges.** As more fully provided in the Declaration, the Association has three (3) classes of Membership as follows:

5.4.1 **Golf Members.** The Golf Members shall be the Owners of Lots within Esplanade to which a Golf Membership has been made an appurtenance, each of whom shall be entitled to one (1) vote for each Lot owned. Except for temporary delegations as provided below, Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot to which it is appurtenant. Upon sale or other transfer of ownership of a Lot to which a Membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the Membership with his or her property. Any attempt to separate the Membership from the interest in real property upon which it is based shall be null and void.

5.4.2 **Club Members.** The Club Members shall be the Owners of Lots within Esplanade to which a Club Membership has been made an appurtenance, each of whom shall be entitled to one (1) vote for each Lot owned. A Club Membership shall not be transferable other than through the sale, lease or conveyance of record legal title to the Lot to which it is appurtenant; however, a Club Member may delegate his or her Membership privileges to a Tenant residing in the Club Member's Home in the manner provided in the Declaration.

5.4.3 **Original Resident Members.** The Original Resident Members shall be the Owners of Lots within Esplanade to which an Original Resident Membership has been made an appurtenance, each of whom shall be entitled to one (1) vote for each Lot owned. An Original Resident Membership shall not be transferable other than through the sale, lease or conveyance of record legal title to the Lot to which it is appurtenant; however, an

Original Resident Member may delegate his or her Membership privileges to a Tenant residing in the Original Resident Member's Home in the manner provided in the Declaration. Upon the sale or conveyance of a Home by an Original Resident Member, the new Owner of the Home will automatically become a Club Member and be subject to Assessments charged to Club Members by the Association.

5.5 Class Membership Voting. 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 membership class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Esplanade Documents.

5.6 Membership is a Mandatory Appurtenance to a Lot. No Member may assign, hypothecate or transfer in any manner his or her Membership in the Association except as an appurtenance to his or her Lot.

5.7 Termination of Membership. 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.

5.8 Voting Rights.

5.8.1 One Vote For Each Lot. There shall be only one (1) vote for each Lot. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote.

5.8.2 Voting Member for Multiple or Entity Owners. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named (the "Voting Member") in a voting certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, trustees, managing members, partners or principals of the respective legal entity and filed with the Secretary or manager of the Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary or manager of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

5.8.3 Married Couple. Notwithstanding the foregoing provisions, whenever any Lot is owned by a married couple they may, but shall not be required to, designate a Voting Member. In the event a voting certificate designating a Voting Member is not filed by the married couple, the following provisions shall govern their right to vote:

5.8.3.1 When both spouses are present at a membership 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.

5.8.3.2 When only one (1) spouse is present at a membership 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.

5.8.3.3 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.

ARTICLE 6. TERM OF ASSOCIATION

6.1 **Perpetual Term.** 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, 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.

6.2 **Effect of Termination on SWFWMD Permit.** In the event of the Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which complies with Section 40-D F.A.C. and is approved by the Water Management District (as defined in the Declaration) prior to such termination, dissolution, or liquidation.

ARTICLE 7. ORIGINAL INCORPORATOR

The name and address of the original Incorporator of these Articles are: Mark F. Grant, 200 East Broward Boulevard, Suite 1500, Fort Lauderdale, Florida 33301.

ARTICLE 8. OFFICERS

8.1 **Executive Officers.** The affairs of the Club 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 control and directions of the Board. The qualifications for officers are provided in the Bylaws.

8.2 **Election of Officers.** 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.

ARTICLE 9. BOARD OF DIRECTORS

9.1 **Number of Directors.** The Board of Directors shall consist of seven (7) Directors.

9.2 **Qualifications of Directors.**

9.2.1 **Class Qualification and Voting for Directors.** Golf Members shall elect three (3) Directors, Club Members and Original Resident Members shall elect three (3) Directors, and one (1) Director shall be elected at large. Only Golf Members shall be qualified to run for a Golf Director position. Only Club Members and Original Resident Members shall be qualified to run for a Club Director position. Any person who satisfies the general Director qualifications may run for the at-large Director position.

9.2.2 **General Director Qualifications.** Except as provided for in Article 9.2, Directors must be Members, except that if a Lot is owned by an entity and not a natural person, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity on its behalf to be eligible to serve on the Board. If title to a Lot is held by a trustee, the trustee, grantor of the trust, and the full-time resident beneficiary of the trust are eligible to serve as a Director.

9.2.3 **Director Disqualifications.** Co-Owners of a Lot and spouses cannot simultaneously serve on the Board unless they own more than one Lot or unless there are not enough eligible Director candidates to fill the vacancies on the Board at the time of the vacancy. A convicted felon whose civil rights have not been fully restored for at least five (5) years as of the date of the election is not eligible to serve as a Director. In the event an incumbent Director becomes ninety (90) days or more delinquent in the payment of Assessments or other monetary obligations due to the Association, such Director will no longer qualify to serve on the Board and will be deemed to have abandoned his or her position as a Director.

9.3 **Staggered Term of Director Service.** Directors shall serve two (2) year staggered terms of office. At each Annual Members' Meeting, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time. The term of a Director's service shall extend until the next Annual Membership Meeting at which the Director position is up for election and thereafter until his or her successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided. The Board may temporarily assign a one (1) year Director term of office but only if necessary to reimplement the proper two (2) year staggering of Directors' terms of office. At the 2024 Annual Membership Meeting and Election of Directors, the Director filling the at-large Director position shall be temporarily elected to a one (1) year term of office and thereafter shall be elected to two (2) year terms of office so that the Members will elect either four (4) or three (3) Directors each year.

9.4 **Election of Directors.** Directors shall be elected in the manner provided in Article 3.13 of the Bylaws.

9.5 **Removal of Directors.** A Director may be removed from office with or without cause in the manner provided in the Bylaws.

ARTICLE 10. INDEMNIFICATION

10.1 **Indemnity.** 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 post-judgment 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 or 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.

10.2 **Settlement.** Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article 10 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 misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article 10 shall not apply.

10.3 **Insurance.** The Association shall purchase and maintain directors and officers ("D&O") insurance (in a minimum amount of One Million Dollars (\$1,000,000.00)) on behalf of any person who is or was a Director or officer of the Association whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article 10.

10.4 **Not Exclusive.** The foregoing right of indemnification provided in this Article 10 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 11. BYLAWS

The Bylaws 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 12. AMENDMENTS

These Articles may be amended in the following manner:

12.1 **Proposal.** A Majority of the Board may adopt a resolution proposing an amendment to these Articles 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 (1) meeting.

12.2 **Notice.** 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 Members Meetings.

12.3 **Approval.** 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 eligible Voting Interests in the Association. However, these Articles may not be amended without the written consent of a Majority of the Board.

12.4 **Filing and Recording.** A copy of each amendment to the Articles shall be filed with the Florida Secretary of State, Division of Corporations and recorded in the Public Records of the County, along with a Certificate of Amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully and duly adopted.

12.5 **Amendments to be Consistent with Florida Law.** Whenever Chapters 617 or 720, Florida Statutes, or other applicable statutes or administrative regulations are subsequently amended to be inconsistent with these Articles, the Board of Directors, without a vote of the Members, may, but shall not be required to, adopt by the Majority vote of the Board, amendments to these Articles as the Board deems necessary and appropriate to make them consistent with Chapters 617 and 720 of the Florida Statutes, or such other statutes or administrative regulations.

ARTICLE 13. REGISTERED OFFICE AND REGISTERED AGENT

The name and address of the Association's current registered agent are: Law Offices of Wells | Olah | Cochran, P.A., 3277 Fruitville Road, Building B, Sarasota, Florida 34237. The Board may change the Association's registered agent and/or address from time to time in the manner provided by law.