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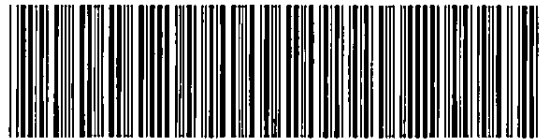
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2024 JUN 18 AM 8:43

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.**

FILED
2024 APR 29 4:43 PM

Pursuant to the provisions of Section 617.1007, Florida Statutes, the undersigned Florida not for profit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amended and Restated Articles adopted:

See attached Exhibit "A" for full text.

SECOND: The date of adoption of the amended and restated Articles was April 24, 2024

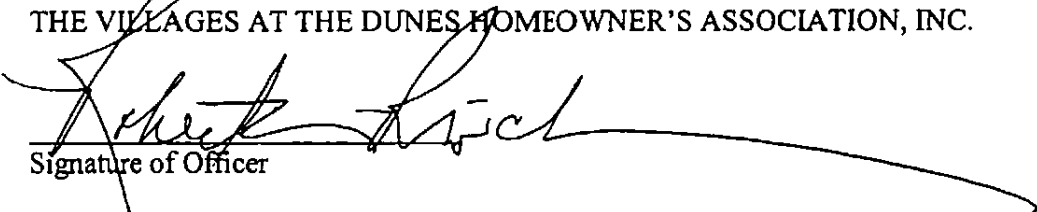
THIRD: Adoption of amended and restated Articles (Check one):

 X The amended and restated Articles were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

 There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the Board of Directors.

FOURTH: The Amended and Restated Articles of Incorporation enclosed completely replace the existing Articles of Incorporation.

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.



Signature of Officer

ROBERT RISCH
Print Name of Officer

President
Title of Officer

4.29.24
Date

EXHIBIT "A"

SECOND AMENDED AND RESTATED

ARTICLES OF INCORPORATION

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

(A Not-For-Profit Corporation)

Pursuant to Chapter 617, Florida Statutes, the undersigned Florida not for profit corporation adopts the following Second Amended and Restated Articles of Incorporation:

ARTICLE 1

NAME

The name of this Corporation shall be THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC. For convenience, the Corporation shall be herein referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association exists is to provide an entity pursuant to the Declaration of Covenants and Restrictions ("Declaration") of THE VILLAGES AT THE DUNES, recorded in the Public Records of Lee County, Florida, and any amendments or supplements thereto, for the purpose of carrying out the duties, responsibilities and liabilities established in said Declaration.

2.2 All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration unless the context otherwise provides.

2.3 The Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3

POWERS

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

3.1 The Association shall have all of the common law and statutory powers of a not-for-profit corporation and a Homeowners association under Chapter 720 Florida Statutes not in conflict with the terms of these Articles, including, but not limited to, the following:

- a. To make and collect assessments against Members to defray the costs, expenses and losses of the Association.

- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To maintain, repair, replace and operate the Common Areas.
- d. To purchase insurance upon the Common Areas and insurance for the protection of the Association.
- e. To reconstruct improvements after casualty and the further improvements of the Common Areas.
- f. To make and amend reasonable regulations with respect to the use of the Common Areas and other business of the Association pursuant to the Declaration, provided, however that all such amendments to the regulations shall not become effective until approved by not less than fifty-one percent (51%) of the votes of the entire Membership of the Association. A Board adopted rule must be reasonable, related to health, safety or welfare, furtherance of a legitimate purpose of the Association, not contradict a right contained in the Declaration and shall not discriminate between classes of residents (i.e. Owners and renters).
- g. To enforce by fines and suspensions or by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, the Architectural Planning Criteria and the Regulations for use of the Common Areas.
- h. To contract for the management of the Common Areas, to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the Membership of the Association.
- i. To contract for the management or operation of portions of the Common Areas susceptible to separate management or operation, and to lease portions of the Common Areas as may be required for the best interests of the Association.
- j. To employ personnel to perform the services required for the proper operation of the Common Areas.

3.2 All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of these Articles of Incorporation and the Bylaws.

ARTICLE 4

MEMBERS

4.1 The Members of the Association shall consist of all Owners who become Members pursuant to the terms of the Declaration.

4.2 Change of Membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot in the Property and the delivery to the Association of a copy of such instrument. The Owner designated as the grantee of the Lot by such instrument thus becomes a Member of the Association and the Membership of the prior Member is thereby terminated.

4.3 The share of a Member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance of his Lot.

4.4 Owners (if there be more than one) of each Lot, shall collectively be entitled to voting rights as set forth in Article III, Section 2, of the Declaration.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the Bylaws but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

5.2 Directors of the Association shall be elected for a three (3) year term at the annual meeting of the Members in the manner determined by the Bylaws, and shall continue to serve until their successors have been elected and qualified. Directors may be removed for good cause shown and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the Officers designated by the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE 7

INDEMNIFICATION

7.1 Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was

unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

7.2 Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him or her in connection therewith.

7.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding on behalf of the affected Director, officer, or committee member. The Director, officer or committee member shall repay such amount if it shall ultimately be determined that said Director, officer or committee member is not entitled to be indemnified by the Association as authorized by this Article 7.

7.4 Miscellaneous. The indemnification provided by this Article 7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

7.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article 7.

7.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 8

AMENDMENTS & RESTATEMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

8.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment or restatement is to be considered and such notice shall be mailed or electronically transmitted to each Member at least fourteen (14) days prior to the meeting.

8.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment or restatement may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting.

Such approvals must be by not less than fifty-one percent (51%) of the total Voting Interests in the

Association for adoption or as otherwise provided in the Declaration, which shall govern in event there is a conflict with these Articles or the Bylaws.

8.3 No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members and the joinder of all record owners or mortgages upon all Lots. No amendment or restatement shall be made that is in conflict with applicable law or the Declaration.

8.4 A copy of each amendment or restatement shall be certified by the Secretary of State and be recorded in the Public Records of Lee County, Florida.

ARTICLE 9

TERM

The term of the Association shall be perpetual.

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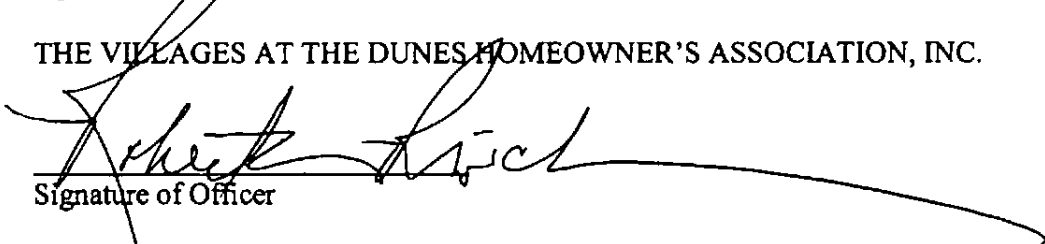
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