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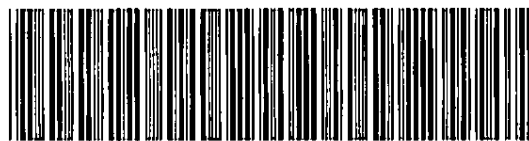
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Robert A. Cooper  
Admitted in Florida, Ohio and Georgia

Direct Phone: 239.337.6700  
Direct Fax: 239.337.6731  
Email: racooper@hahnlaw.com

June 30, 2020

**FEDERAL EXPRESS**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**Re: Articles of Amendment to Grande Preserve at the Dunes Community  
Association, Inc.  
Corporate Document No.**

Dear Sir or Madam:

Enclosed for filing are the Amended Articles of Incorporation for the Grande Preserve at the Dunes Community Association, Inc. Also enclosed is our firm's check for \$35.00 representing the filing fee. Please return confirmation of the filing at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to be 'RAC', written over a horizontal line.

Robert A. Cooper

RAC/mcw

Enclosure

11905292.1

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**HAHN LOESER & PARKS LLP** attorneys at law

cleveland columbus naples fort myers san diego chicago

2400 First Street, Suite 300 Fort Myers, Florida 33901 phone 239.337.6700 fax 239.337.6701 hahnlaw.com



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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 14, 2020

HAHN LOESER & PARKS LLP  
% ROBERT A. COOPER  
2400 FIRST STREET - STE. 300  
FORT MYERS, FL 33901

SUBJECT: GRANDE PRESERVE AT THE DUNES COMMUNITY  
ASSOCIATION, INC.  
Ref. Number: N03000004126

We have received your document for GRANDE PRESERVE AT THE DUNES COMMUNITY ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Amendments for nonprofit corporations are filed in compliance with section 617.1006, Florida Statutes. Please see the attached information.

Please entitle your document Articles of Amendment. ✓

The date of adoption of each amendment must be included in the document. ✓

If there are MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) the date of adoption of the amendment by the members and (2) a statement that the number of votes cast for the amendment was sufficient for approval. ✓

If there are NO MEMBERS OR MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) a statement that there are no members or members entitled to vote on the amendment and (2) the date of adoption of the amendment by the board of directors.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton  
Regulatory Specialist II

Letter Number: 420A00015398

2020  
FEB 9

**ARTICLES OF AMENDMENT**

**AMENDED ARTICLES OF INCORPORATION**  
**OF GRANDE PRESERVE AT THE DUNES COMMUNITY ASSOCIATION, INC.**

The Amended Articles of Incorporation of The Grande Preserve at the Dunes Community Association, Inc. were duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests at a Meeting of the Members of the Association at which a quorum was present held on March, 29, 2013.

Pursuant to Section 617.02011, Florida Statutes, these Articles of Incorporation are created by Richard C. Grant, as sole incorporator, for the purposes set forth below. The street address of the incorporator to these Articles of Incorporation is: Grant, Fridkin, Pearson, Athan & Crown, P.A., Pelican Bay Corporate Centre, 5551 Ridgewood Drive, Suite 501, Naples, Florida 34108.

**ARTICLE I**

**NAME AND ADDRESS:** The name of the Corporation, herein called the "Association" is Grande Preserve at The Dunes Community Association, Inc., and its principal office and mailing address is 280 Grande Way, Naples, Florida 34110.

**ARTICLE II**

**DEFINITIONS:** Unless otherwise expressed to the contrary, the term used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration of Covenants and Easements for the Grande Preserve at The Dunes (the "Declaration"), as amended from time to time, recorded in the Public Records of Collier County, Florida, with respect to the land described therein.

**ARTICLE III**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to establish an entity for the ownership, maintenance and operation of common areas and structures within the Grande Preserve at The Dunes (the "Grande Preserve"), a residential community located on the real property described in Exhibit "A" to the Declaration.

The Association is organized and shall exist on a non-stock basis as a Florida corporation not for profit. No income of the Association shall be distributed or inure to the private benefit of any member, director or officer. All funds and the title to all property acquired by the Association shall be held for the benefit of the Owners and Members in accordance with the provisions of these Articles of Incorporation and the Bylaws. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a Florida corporation not for profit (Chapter 617, Florida Statutes), except as limited or modified by the Declaration, these Articles of Incorporation or the Bylaws, including without limitation the following powers:

- (A) To own, acquire and convey land, and to operate, maintain, and manage those lands owned or to be owned by the Association and such other lands which the Association is responsible to maintain.

- (B) To operate, maintain, manage and keep in good repair, all improvements and amenities which may be placed upon lands owned by the Association and/or upon lands which the Association is responsible to maintain, which may include, without limitation, landscape buffers, common roads, streets, and parking areas, all located within the Grande Preserve at the Dunes for the use of the Association's Members and Owners.
- (C) To landscape all lands owned by the Association, and to all lands which the Association is responsible to maintain, and to contribute to the artistic and architectural building and construction standards of all lands owned or maintained by the Association, and all buildings and improvements thereon.
- (D) To make available to the Members and Owners of the Association services and facilities for the enjoyment of the properties herein mentioned, and to promote the social welfare and common good of the Members and the Owners.
- (E) To assess fees against the Members of the Association for the operation and maintenance of the Association in order to enable the Association to perform its purposes as set forth in the Declaration, herein, and in the Bylaws of the Association, and such other purposes as may be allowed by law.
- (F) To borrow or raise money for any of the purposes of the Association and from time to time without limit as to amount; to draw, make, accept, endorse, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association.
- (G) To make and adopt rules for the operation, regulation and maintenance of the lands it is designated to maintain or own and to enforce such regulations.
- (H) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- (I) Generally to take all action necessary and appropriate to the fulfillment of the foregoing purposes and powers.

#### **ARTICLE IV**

##### **MEMBERSHIP:**

- (A) The Members of the Community Association shall be all of the Condominium Associations within the community known as Grande Preserve. Membership in the Community Association by the Condominium Associations is mandatory. The Owners are not Members. In the event of any Member's voluntarily dissolution, that Member's right to membership shall be transferred to its

successors and/or assigns which shall have and exercise such Member's membership rights, obligations and privileges as long as the Community Association exists.

- (B) Whenever a vote of the Members is required, each Member shall be entitled to the number of votes as set forth in the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.
- (C) The share of a Member in the funds and assets of the Association cannot be assigned, withdrawn or transferred in any manner except as an appurtenance to the property the Association operates.

#### **ARTICLE V**

**DIRECTORS AND OFFICERS:** The affairs of the Association shall be administered by a Board of Directors consisting of five (5) Directors. All Directors must be Owners, but do not have to be, officers or directors of their respective Member Association. Directors shall be appointed or elected by the Members in the manner set forth in the Bylaws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws and applicable law. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its annual organizational meeting, and shall serve at the pleasure of the Board.

#### **ARTICLE VI**

**TERM:** The term of the Association shall be perpetual.

#### **ARTICLE VII**

**BYLAWS:** The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

#### **ARTICLE VIII**

##### **AMENDMENTS:**

- (A) These Articles of Incorporation may be altered or amended at any regular or special meeting of the Members, provided that:
  - (1) written notice of the meeting is given in the manner provided for in the Bylaws, and the notice contains the full text of the proposed alteration or amendment; and
  - (2) the proposed alteration or amendment is approved by the affirmative vote of at least a majority of the Members represented in person or by proxy and entitled to vote on the matter.

- (B) No amendment of these Articles or of the Bylaws shall be effective to change the voting rights of any Member, or to change the proportion or percentage by which a Member shares the expenses of the Association, unless that Member consents thereto.
- (C) An amendment shall become effective after filing with the Secretary of State and after being recorded in the Public Records of Collier County, Florida. For recording purposes, the amendment shall be attached to a certificate executed by the officers of the Association with the formalities of a deed. The certificate must identify the book and page of the Public Records where the Declaration of Covenants was originally recorded.

#### **ARTICLE IX**

**INITIAL DIRECTORS:** The initial Directors of the Association shall be:

Richard F. Corace  
5551 Ridgewood Drive, Suite 203  
Naples, Florida 34108

Gerald F. Griffin II  
5551 Ridgewood Drive, Suite 203  
Naples, Florida 34108

Keith A. Sharpe  
5551 Ridgewood Drive, Suite 203  
Naples, Florida 34108

#### **ARTICLE X**

**INITIAL REGISTERED AGENT:**

The registered office of the Association shall be at:

310 Dunes Boulevard  
Naples, FL 34110

The registered agent at said address shall be: William A. Harris

#### **ARTICLE XI**

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer, employee, agent and volunteer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director, officer, employee, agent or volunteer of the Association. The foregoing right of indemnification

shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) Violation of criminal law, unless the person seeking indemnification had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the person seeking indemnification derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a Member.

In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director, officer, employee, agent or volunteer may be entitled.

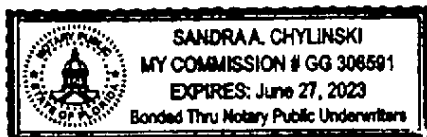
IN WITNESS WHEREOF, the President of The Grande Preserve at the Dunes Community Association, Inc. has executed these Articles (as amended and effective as of March 29, 2013) this 22 day of May, 2020.

THE GRANDE PRESERVE AT THE DUNES  
COMMUNITY ASSOCIATION, INC.

By: Patricia Reilley  
Patricia Reilley, President

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of May, 2020, by Patricia Reilley, President of The Grande Preserve at the Dunes Community Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, ☒ who is personally known to me or ☐ who produced as identification.



Sandra A. Chylinski  
Notary Public

Sandra A. Chylinski  
Printed Name

My Commission Expires June 27, 2023



**After Recording Return to:**

**Robert A. Cooper, Esq.  
Hahn Loeser & Parks LLP  
2400 First Street, Suite 300  
Fort Myers, FL 33901**

**CERTIFICATE OF AMENDMENTS TO DECLARATION OF COVENANTS AND  
EASEMENTS FOR THE GRANDE PRESERVE AT THE DUNES; AMENDMENTS TO  
THE ARTICLES OF INCORPORATION OF THE GRANDE PRESERVE AT THE  
DUNES COMMUNITY ASSOCIATION, INC.; AND AMENDMENTS TO THE  
BYLAWS FOR THE GRANDE PRESERVE AT THE DUNES COMMUNITY  
ASSOCIATION, INC.**

**(THE GRANDE PRESERVE AT THE DUNES COMMUNITY ASSOCIATION, INC.)**

THE UNDERSIGNED, being the President of **THE GRANDE PRESERVE AT THE  
DUNES COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the  
"Association"), does hereby certify that:

1. Attached hereto as **Composite Exhibit "A"** are the following: (A) Amendments to the Declaration of Covenants and Easements for The Grande Preserve at the Dunes; (B) Amendments to the Articles of Incorporation of The Grande Preserve at the Dunes Community Association, Inc.; and (C) the Amendments to the Bylaws of The Grande Preserve at the Dunes Community Association, Inc. (collectively, the "Amendment Documents"), each of which was duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests at a Meeting of the Members of the Association at which a quorum was present held on March, 29, 2013.

2. The Amendment Documents have been in full force and effect since March 29, 2013, which is the date they were approved, adopted and enacted by the Members. However, inadvertently, the Amendment Documents were not recorded in the Public Records of Collier County, Florida.

3. The original Declaration of Covenants and Easements for The Grande Preserve at the Dunes, inclusive of the original Articles of Incorporation and Bylaws, was recorded in **Official Records Book 3314, Page 1282, of the Public Records in Collier County, Florida.**

4. Except as specifically amended by the Amendment Documents, the Declaration of Covenants and Easements for The Grande Preserve at the Dunes, the Articles of Incorporation of The Grande Preserve at the Dunes Community Association, Inc., and the Bylaws of The Grande Preserve at the Dunes Community Association, Inc. shall remain in full force and effect.

IN WITNESS WHEREOF, the President of The Grande Preserve at the Dunes Community Association, Inc. has caused this Certificate of Amendment to be executed this 16<sup>th</sup> day of June, 2020.

**WITNESSES:**

Signature

Printed Name of Witness

Signature

Printed Name of Witness

**THE GRANDE PRESERVE AT THE  
COMMUNITY ASSOCIATION, INC.**

By

Patricia Reilley, President

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16<sup>th</sup> day of June, 2020, by Patricia Reilley, as President of The Grande Preserve at the Dunes Community Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, ☒ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification.

Notary Public

My Commission Expires:

