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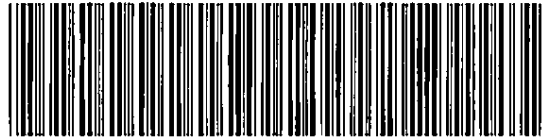
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2023 MAR 10 PM 4:05

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Law Office of  
Jamie B Greusel, Esq.  
Attorney at Law  
1104 North Collier Boulevard  
Marco Island, FL 34145

Telephone: 239-394-8111 Fax: (239) 394-0549 E-mail: jamie@jamiegreusel.net

Jamie B Greusel  
Licensed in Florida and New Jersey

March 8, 2023

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

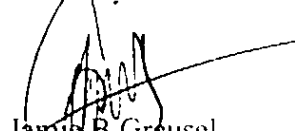
Re: Esplanade I. Condominium Association, Inc

Gentlemen/Ladies:

Enclosed are original duplicate copies of the Amended and Restated Articles of Incorporation for the corporation referenced above, along with a check in the amount of \$43.75 made payable to the Department of State, representing the filing fee of \$ 35.00 and \$8.75 for certified copy.

Kindly file one original in your office and return the other certified original to my office.

Sincerely,



Jamie B Greusel  
Attorney-at-Law

JBG/ann  
Enclosures

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2023 MAR 10 PM 4:05  
SECRETARY OF  
TALLAHASSEE

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION  
FOR  
ESPLANADE I CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

The name of the corporation, hereinafter called "Condominium Association" is ESPLANADE I CONDOMINIUM ASSOCIATION, INC. and the corporate office address shall be the address as reflected on the website of the Florida Secretary of State's office at [www.sunbiz.org](http://www.sunbiz.org) or at such other place as may be designated by the Board of Directors from time to time.

ARTICLE II

**PURPOSE AND POWERS:** The purpose for which the Condominium Association is organized is to provide an entity in accordance with the Condominium Act for the operation of Esplanade I, a Condominium, located in Marco Island, Collier County, Florida.

The Condominium Association is organized and shall exist upon a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any earning of the Condominium Association shall be distributed or inure to the private benefit of any member, Director or Officer of the Condominium Association. For the accomplishment of its purposes, the Condominium Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit under the laws of the State of Florida and, as provided in these First Amended and Restated Articles of Incorporation, the First Amended and Restated Declaration of Condominium, and the First Amended and Restated By-laws of the Florida Condominium Act, as they may be amended from time to time, and shall be subject to and shall be exercised in accordance with such provisions, provided that, in the event of conflict, the provisions of the Florida Condominium Act shall control over those of the First Amended and Restated Declaration of Condominium and the First Amended and Restated By-laws.

The Condominium Association shall have all the powers and duties reasonably necessary to operate the condominium pursuant to the First Amended and Restated Declaration and as it may hereafter be amended, including, but not limited to, the following:

A. To make and collect assessments against the members of the Association in order to defray the costs, expenses and losses of the Association, and to use the proceeds of said assessments in the exercise of its powers and duties;

B. To protect, maintain, repair, replace and operate the Condominium property and Association property;

C. To purchase insurance on the Condominium property and Association property for the protection of the Association, its members and their mortgagees;

D. To make, amend, and enforce reasonable rules and regulations governing the use of the common elements and the operation of the Association;

E. To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the First Amended and Restated Declaration of Condominium and the First Amended and Restated By-laws;

F. To reconstruct improvements after casualty loss and to make further improvements of the property;

G. To enforce the provisions of the Condominium Act, the First Amended and Restated Declaration of Condominium, these First Amended and Restated Articles, the First Amended and Restated By-laws and any Rules and Regulations of the Association, as amended;

H. To contract for the management and maintenance of the Condominium and the Condominium Property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the First Amended and Restated Declaration of Condominium to be exercised by the Board of Directors or the membership of the Condominium Association;

I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for the proper operation of the Condominium;

J. To acquire real and personal property in the name of the Association;

K. To borrow money, if necessary, to perform its other functions hereunder.

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 First Amended and Restated Declaration of Condominium, these First Amended and Restated Articles of Condominium, and the First Amended and Restated By-laws, as may be amended from time to time.

The Association shall not pay a dividend to its members and shall make no distribution of income to its members, Directors or Officers and, upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida-Not-For Profit Corporation Act (Chapter 617, Florida Statutes).

### ARTICLE III

MEMBERSHIP: The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium, and as further provided in the First Amended and Restated Declaration of Condominium and First Amended and Restated By-laws. After termination of the Condominium, the members shall consist of those who are members at the time of such termination. After receiving approval of the Association as required by the First Amended and Restated Declaration of Condominium, change of membership shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument and by delivery to the Association of a copy of such instrument. The share of a member in the funds and assets of the Association cannot be assigned or otherwise transferred in any manner except as an appurtenance to his unit. The owners of each unit, collectively, shall be entitled to one vote in the Association matters as set forth in the First Amended and Restated Declaration of Condominium and First Amended and Restated By-laws. The manner of exercising voting rights shall be as set forth in the First Amended and Restated By-laws.

### ARTICLE IV

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

### ARTICLE V

BY-LAWS: The First Amended and Restated By-laws of the Condominium Association may be amended or rescinded in the manner provided for therein.

### ARTICLE VI

AMENDMENTS: Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and the Florida Condominium Act. In order for a proposed amendment to pass, an affirmative vote of three-quarters (3/4rs) of the membership present in person or by proxy and voting at a duly called meeting at which a quorum is present shall be required.

No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, or in the hierarchy of the governing documents as detailed in Article II without the prior approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Florida Condominium Act or the First Amended and Restated Declaration of Condominium and First Amended and Restated Bylaws.

Any amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Collier County, Florida.

#### ARTICLE VII

**DIRECTORS AND OFFICERS:** The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the First Amended and Restated By-laws but, in any event, no less than three (3) Directors. All Directors shall be elected by the members in the manner detailed in the First Amended and Restated By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the First Amended and Restated By-laws. The Officers shall conduct the business of the Association and shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Condominium Association and shall serve at the pleasure of the Board.

A Director shall discharge his or her duties as a Director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data prepared or presented by one or more Officers or Employees of the Association whom the Directors reasonably believe to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Directors reasonably believe are within the person's professional or expert competence, or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he performed the duties of his or her office in compliance with the foregoing standards.

#### ARTICLE VIII

**INDEMNITIES AND INDEMNIFICATION:** The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a Director, Officer, Employee or Agent (each, an "Indemnatee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith or at the Direction of the Board of Directors and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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 reasonably believed to be in, or not opposed to, the best

interests of the Association, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

The Association shall indemnify any person who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, Employee, or Agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appearance thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association except that no indemnification shall be made under this provision in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless and only to the extent that the court in which such proceeding was brought or any other court of competent jurisdiction shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

To the extent that a Director, Officer, Employee or Agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in this Article or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

Any indemnification under this Article, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, Employee or Agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth under this Article. Such determination shall be made by (1) the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the proceeding, or if such a quorum is not obtainable, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors consisting solely of two or more Directors not at the time parties to the proceeding; or (2) by independent legal counsel selected by the Board of Directors or the afore-described Committee; or (3) by a majority vote of the voting interests of the members of the Association who were not parties to the proceeding.

#### CERTIFICATE

The undersigned, being the duly elected President and Secretary of Esplanade I Condominium Association, Inc. hereby certify that the foregoing were duly proposed by the Board of Directors and that the foregoing were approved by a vote of members present in person or by proxy and voting at a meeting held on March 7, 2023, in accordance with the

requirements of the Articles of Incorporation for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety.

Executed this 7<sup>th</sup> day of March, 2023.

ESPLANADE I CONDOMINIUM ASSOCIATION, INC.  
A Florida not-for-profit corporation

By: [Signature]

Print Name: Richard C. Clarke  
As President

Attest: [Signature]

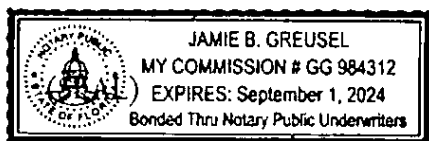
Print Name: Deborah A. Boyer  
As Secretary

STATE OF Florida  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of March, 2023 by means of ☒ physical presence or ☐ online notarization by Richard C. Clarke, President of Esplanade I Condominium Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]  
Notary Public

Print Name: Jamie B. Greusel  
My commission expires:



STATE OF Florida  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of March, 2023 by means of ☒ physical presence or ☐ online notarization by Deborah A. Boyer, Secretary of Esplanade I Condominium Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]  
Notary Public

Print Name: Jamie B. Greusel  
My commission expires:

