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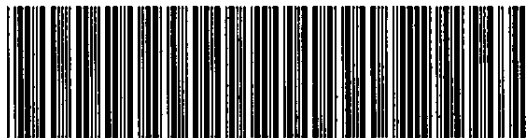
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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** GRAND PRESERVE AT KANAPAHA MAINTENANCE ASSOCIATION, INC.

**DOCUMENT NUMBER:** N07000007392

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Michael Skobel, Esq.

(Name of Contact Person)

Skobel Law PA

(Firm/ Company)

7475 SW 70th Ln

(Address)

Gainesville, FL 32608

(City/ State and Zip Code)

michael@skobel.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Skobel

352

224-3692

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |   |  |   |  |
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| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|---|--|---|--|

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

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

**Amended and Restated Articles of Incorporation of Grand Preserve at Kanapaha Maintenance Association, Inc.**

MA ST  
This Amended and Restated Articles of Incorporation of Grand Preserve at Kanapaha Maintenance Association, Inc. ("Articles") is made as of the April 28, 2016 (the "Effective Date"), by AMA Gainesville Investments Three LLC, a Florida limited liability company, its successors and assigns (the "Developer"), and is joined in by Grand Preserve at Kanapaha Maintenance Association, Inc., a Florida not for profit corporation (the "Association").

**RECITALS:**

1. The Declarant or Developer referred to in the original recorded Declaration of Covenants, Restrictions and Reciprocal Easements recorded on December 26, 2007 in O.R. Book 3722, Page 717 of the Public Records of Alachua County, Florida, as amended by First Amendment to Declaration of Covenants, Restrictions and Reciprocal Easements of Grand Preserve at Kanapaha recorded on January 29, 2008 in O.R. Book 3735, Page 992 of the Public Records of Alachua County, Florida (the "Original Covenants, Articles, and Bylaws") has assigned all the rights of the Declarant or Developer under the Original Covenants, Articles, and Bylaws to the Developer in an Assignment and Assumption of Developer Rights dated March 19, 2012 and recorded March 23, 2012 in O.R. Book 4094, Page 605 of the Public Records of Alachua County, Florida. The Developer is the successor-in-interest to the Declarant or Developer referred to in the Original Covenants, Articles, and Bylaws.
2. As of the Effective Date, AMA Gainesville Investments Three LLC is the "Developer" and "Declarant" for the Community. Hereafter, the term "Developer" shall have the same meaning as "Declarant" for any and all purposes.
3. The Articles of Incorporation of the Grand Preserve at Kanapaha Maintenance Association, Inc. originally filed in the Office of the Secretary of the State of Florida on 07/26/2007 under Document Number N07000007392 and as amended by Articles of Correction for Grand Preserve at Kanapaha Maintenance Association, Inc. filed on 08/03/2007 under Document Number N07000007392, all in said Office of the Secretary of the State of Florida shall together be referred to as the "Original Articles."
4. The Developer desires to amend and restate the Original Articles and the Grand Preserve at Kanapaha Maintenance Association, Inc. desires to provide its respective written consent and approval to such amended and restated Articles.
5. Notwithstanding any provision to the contrary, St. Johns Water Management District retains all rights in the Original Covenants, Articles, and Bylaws and therefore these Articles do not alter any rights relating to the surface water management system and therefore no prior written approval of the St. Johns Water Management District is required; and
6. At a meeting to discuss and vote upon these proposed Articles, over 75% of the voting membership passed these proposed Articles and do direct that a true and accurate copy thereon be recorded in the Public Records of Alachua County, Florida.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the Developer and the Association hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. The Association is joining these Articles hereto in order to acknowledge its duties, responsibilities and obligations hereunder.
3. Developer hereby amends and restates the Original Articles with the following:

**Amended and Restated Articles of Incorporation of Grand Preserve at Kanapaha Maintenance Association, Inc.**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I. DEFINITIONS**

The words and phrases when used in these Articles of Incorporation (unless herein provided to the contrary or unless the context clearly reflects another meaning) shall have the same definitions and meanings as those set forth in the Amended and Restated Declaration of Covenants, Restrictions and Reciprocal Easements of Grand Preserve at Kanapaha (the "Declaration") to be recorded in the Public Records of Alachua County as amended from time to time and are incorporated herein by reference.

**ARTICLE II. NAME**

The name of this corporation is Grand Preserve at Kanapaha Maintenance Association, Inc., a Florida corporation not-for-profit, whose principal address and mailing address is 7475 SW 70th Ln, Gainesville, Florida 32608, or at such other place as may be designated, from time to time, by the Board of Directors.

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

### ARTICLE III. PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in, the Community Documents and to carry out the covenants and enforce the provisions of the Community Documents.

### ARTICLE IV. POWERS

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

1. The Association shall have all of the common law and statutory powers of a corporation not for profit
2. The Association shall have all of the powers granted to the Association in the Community Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.
3. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:
  - 3.1. To perform any act required or contemplated by it under the Community Documents.
  - 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.
  - 3.3. To make, 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.
  - 3.4. To own, maintain, repair, replace, operate and convey the Association Property all in accordance with the Community Documents.
  - 3.5. To enforce by legal means the obligations of the Members and the provisions of the Community Documents.
  - 3.6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management 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 manager certain powers and duties of the Association.
  - 3.7. To operate, maintain, and manage the Surface Water and Stormwater Management System in a manner consistent with the requirements of St. Johns River Water Management District Permit and applicable rules; to assist in the enforcement of the Amended and Restated Declaration's provisions relating to the Surface Water and Stormwater Management System; and to levy and collect adequate assessments against Owners for the cost of maintenance and operation of the Surface Water and Stormwater Management System.
  - 3.8. To enter into the Declaration and any amendments thereto and instruments referred to therein.
  - 3.9. 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 the Community in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at the Community.
  - 3.10. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Association Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.
  - 3.11. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:
    - 3.11.1. the collection of Assessments;
    - 3.11.2. the collection of other charges which Owners are obligated to pay pursuant to the Community Documents;
    - 3.11.3. the enforcement of any applicable use and occupancy restrictions contained in the Community Documents;
    - 3.11.4. actions or proceedings involving challenges to ad valorem taxation;

3.11.5. dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

3.11.6. counterclaims brought by the Association in proceedings instituted against it.

#### ARTICLE V. 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:

1. Until such time as the first deed of conveyance of a Lot from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Developer. Until the First Conveyance, Developer shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership. The "Combined Total of all Lots in the Community" shall be the maximum total density allowed under the Community development plan or the actual number of Lots if the Community is fully developed and the exact number of residential parcels to be built is reasonably determinable.

2. Upon the First Conveyance, Developer shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Developer as to Lots owned by Developer, shall be a Member and exercise all of the rights and privileges of a Member.

3. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Home is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, bequest, judicial decree or otherwise, the person, persons or entity thereby acquiring such Home shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

4. The Association shall have three (3) classes of voting membership:

4.1. "Class A Members" shall be the Owners of Lots, Homes, and/or Units in the Community, with the exception of Developer while Developer is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot, Home, and/or Unit owned.

4.2. "Class B Members" shall be Developer, who shall be entitled to vote ten times the Combined Total of all Lots in the Community plus one. Class B membership shall cease and be converted to Class A upon the earlier to occur of the following events ("Turnover Date")

4.2.1. Three (3) months after the conveyance of ninety percent (90%) of the Combined Total of all Lots in the Community by Developer to Owners other than the Developer's Affiliates, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

4.2.2. At such time as Developer shall designate in a recorded notice in the Public Records of the County expressly terminating their Class B membership.

On the Turnover Date, Class A Members, including Developer, shall assume control of the Association and elect not less than a majority of the Board. Before the Turnover Date, Developer shall appoint not less than a majority of the Board and may appoint the entire Board or the maximum number of Directors permitted by applicable law.

4.3. "Class C Members" shall be the Sub-Associations in the Community, each of whom shall be entitled to zero (0) votes.

5. 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 class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Community Documents.

6. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

7. Any Member who conveys or loses title to a Lot by sale, gift, inheritance, 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.

8. There shall be only one (1) vote for each Lot, Home, and/or Unit, except for the Class B Member as set forth herein. If there is more than one Member with respect to a Lot, Home, and/or Unit as a result of the fee interest in such Lot, Home, and/or Unit being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot, Home, and/or Unit(s) owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, Home, and/or Unit(s), or, if appropriate, by properly designated

officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the Owners of such Lot, Home, and/or Unit(s) shall lose their right to vote until such a certificate is so filed with the Secretary of the Association, but the Lot, Home, and/or Unit(s) shall count for purposes of establishing a quorum.

Notwithstanding the foregoing provisions, whenever any Lot, Home, and/or Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

8.1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot, Home, and/or Unit 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.

8.2. When only one (1) spouse is present at a meeting, the person present may cast the Lot, Home, and/or Unit 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, Home, and/or Unit shall not be considered, but shall count for purposes of establishing a quorum.

8.3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot, Home, and/or Unit 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, Home, and/or Unit shall not be considered, but shall count for purposes of establishing a quorum.

9. Unless some greater number is provided for in the Community Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

#### ARTICLE VI. 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.

In the event of the Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Surface Water and Stormwater Management System must be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C. and is approved by the Water Management District prior to such termination, dissolution, or liquidation.

#### ARTICLE VII. INCORPORATOR

The name and address of the ~~amended~~ incorporator of these Articles is ~~Alex Skobel~~ <sup>mk or</sup> ~~mk or~~ <sup>Howard J. Vogel</sup>, whose address is 7475 SW 70th Ln, Gainesville, Florida 32608.

#### ARTICLE VIII. OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary, and Treasurer, subject to the directions of the Board. Officers are not required to be Members or Directors rather may be any person including but not limited to: Developer-appointed non-members; individuals chosen for their experience or talents; or the appointees, representatives, attorneys, parents, children or spouses of Members. The Board shall elect the President, Secretary, Treasurer, and Vice President. The same person may hold two or more offices.

#### ARTICLE IX. OFFICERS

The names of the current officers are as follows:

President	-	Michael Skobel
Vice President	-	Loree Schulson
Secretary/Treasurer	-	Alex Skobel

#### ARTICLE X. BOARD OF DIRECTORS

1. The number of Directors on the current Board of Directors of the Association ("Developer's Board") and the "Turnover Elected Board" (as hereinafter defined) shall be five (5). The number of Directors elected by the Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be five (5). Directors are not required to be Members rather may be any person including but not limited to: Developer-appointed non-members; individuals chosen for their experience or talents; or the appointees, representatives, attorneys, parents, children or spouses of Members. There shall be only one (1) vote for each Director.

2. The names and addresses of the persons who are to serve as Directors on the Developer's Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Michael Skobel	7475 SW 70th Ln, Gainesville, FL 32608
Loree Schulson	7475 SW 70th Ln, Gainesville, FL 32608
Alex Skobel	7475 SW 70th Ln, Gainesville, FL 32608
Michael Brown	202 East South Street Apt 1042, Orlando, FL 32801
Daniel Bergman	4455 Willow Bend Dr, Melbourne, FL 32935

Developer reserves the right to remove and/or replace and appoint any successor Directors to serve on the Developer's Board for so long as the Developer's Board is to serve, as hereinafter provided. All Directors appointed by the Developer shall serve at the pleasure of such party, which shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such director with another person to serve on the Board. Replacement of any director appointed by the Developer shall be made by the person designated as successor Director. The removal of any Director and the designation of his successor by the Developer shall become effective immediately upon delivery of such written instrument. Notwithstanding the foregoing, when Developer no longer holds at least fifty percent (50%) of the Combined Total of all Lots in the Community, once every three years one Director on the Developer's Board will be elected by the Purchaser Members for a term of three years.

3. Developer has reserved the right in the Declaration to modify its plan of development for the Community and to add land to and withdraw land from the Community at the Community and the change the number and types of structures, Buildings, Homes or Units to be constructed therein.

4. Upon the Turnover Date, the Members other than Developer ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Turnover Election Meeting"). The Developer's Board shall serve until the Turnover Election Meeting.

5. At the Turnover Election Meeting, Purchaser Members, who shall include all Members other than Developer, the number of which may change from time to time, shall have elected three (3) of the Directors, and Developer, until the Developer's Resignation Event, shall be entitled to designate two (2) Directors (same constituting the "Turnover Elected Board"). Developer reserves and shall have the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

6. The Board shall continue to be so designated and elected, as described herein, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Developer's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided. A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote or agreement in writing of a majority of the voting interests of Purchaser Members for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

7. The Turnover Election Meeting shall be called by the Association, through the Board, within ninety (90) days after the Purchaser Members are entitled to elect a majority of Directors. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

8. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Directors to resign:

8.1. When Developer and Developer's Affiliates, together, no longer holds at least five percent (5%) of the Combined Total of all Lots in the Community for sale in the ordinary course of business and all Lots sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

8.2. When Developer causes the voluntary resignation of all of the Directors designated by Developer and does not designate replacement Directors.

Upon Developer's Resignation Event, the Directors elected by Purchaser Members shall elect the successor Directors to fill the vacancies caused by the resignation or removal of Developer's designated Directors. The successor Directors shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Developer's Resignation Event occurs prior to the Turnover Election Meeting, the Turnover Election Meeting shall be called in the manner set forth in this Article, and all of the Directors shall be elected by the Purchaser Members at such meeting.

9. At the Annual Members' Meeting held subsequent to Developer's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members' Meeting held after the Developer's Resignation Event, a "staggered" term of office of the Board shall be created as follows:

9.1. two Directors whose term of office shall be established at three (3) years and the Directors serving for three (3) year terms will be the candidates receiving the first and second most votes at the meeting;

9.2. two Directors whose term of office shall be established at two (2) years and the Directors serving for two (2) year terms will be the candidates receiving the third and fourth most votes at the meeting; and

9.3. the remaining Director whose term of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for three (3) years, expiring when their successors are duly elected and qualified.

10. The resignation of a Director who has been designated by Developer or the resignation of an officer of the Association who has been elected by the Developer's Board shall be deemed to remise, release, acquit, satisfy and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said Director or officer for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

#### **ARTICLE XI. INTERESTED DIRECTORS**

1. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, or Association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest or any other interest, shall be invalid, void, or voidable solely for such reason, or solely because the Director or Officer is present at or participates in the meeting of the Board at which such contract or transaction was authorized, or solely because his, her, or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board at which a contract or transaction with an interested Director is to be considered.

3. The Association may enter into contracts and transactions with Developer and Developer's Affiliates.

#### **ARTICLE XII. BYLAWS**

The Bylaws shall be adopted by the Developer's Board, and thereafter 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 XIII. AMENDMENTS; RESTATEMENT**

1. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Developer and filed in the Office of the Secretary of State of the State of Florida.

2. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

3. After the Turnover Date, these Articles may be amended by following either procedure below.

3.1. The Board shall follow the following procedure:



3.1.1. The Board shall adopt a resolution setting forth the proposed amendment 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 meeting.

3.1.2. 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 meetings.

3.1.3. 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 three-fourths (3/4) affirmative vote of a quorum of the Members.

3.2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

4. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

5. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Developer, without the prior written consent thereto by Developer, for so long as Developer holds either a leasehold interest in or title to at least one (1) Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

6. Notwithstanding the foregoing provisions of this Article, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Developer hereunder, including, but not limited to, Developer's right to designate and select members of the Developer's Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Developer.

7. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

8. These Articles hereby amend, restate, replace and supersede, in their entirety, those certain Articles of Incorporation of the Grand Preserve at Kanapaha Maintenance Association, Inc. originally filed in the Office of the Secretary of the State of Florida on 07/26/2007 under Document Number N07000007392 and as amended by Articles of Correction for Grand Preserve at Kanapaha Maintenance Association, Inc. filed on 08/03/2007 under Document Number N07000007392, all in said Office of the Secretary of the State of Florida.

#### ARTICLE XIV. REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association at the time these Articles are adopted shall be 7475 SW 70th Ln, Gainesville, Florida 32608, and the registered agent of the Association at that address shall be Michael Skobel. The registered office and registered agent will be updated with the Florida Department of State.

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

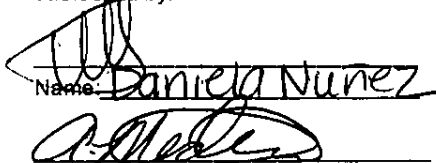
#### REGISTERED AGENT:



Michael Skobel

IN WITNESS WHEREOF, this instrument has been signed by Developer and joined in by the Association on the respective dates set forth below.

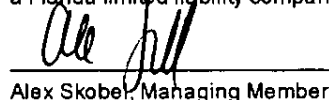
Witnessed by:

  
Name: Daniela Nunez

By:

#### DEVELOPER:

AMA Gainesville Investments Three LLC  
a Florida limited liability company

  
Alex Skobel, Managing Member

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

16 APR 28 PM 3: 26

Name: Alba Medina

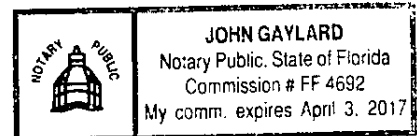
State of Florida  
County of Alachua

The foregoing instrument was acknowledged before me, this April <sup>25</sup>~~24~~, 2016, by Alex Skobel, as Managing Member of AMA Gainesville Investments Three LLC, a Florida limited liability company. Such person is personally known to me.

Notary Public

Printed Name: John Gaylard

[Notary Seal]



Witnessed by:

**ASSOCIATION:** Grand Preserve at  
Knapaha Maintenance Association, Inc.  
a Florida not-for-profit corporation

Name: Daniela Nuñez

By:

M. Skobel

Michael Skobel, President

Name: Alba Medina

State of Florida  
County of Alachua

The foregoing instrument was acknowledged before me, this April <sup>25</sup>~~24~~, 2016, by Michael Skobel, as President of Grand Preserve at Knapaha Maintenance Association, Inc., a Florida not-for-profit corporation. Such person is personally known to me.

Notary Public

Printed Name: John Gaylard

[Notary Seal]

