

5/31/22, 12:00 PM

Division of Corporations



Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H22000190228 3)))



H220001902283ABC-

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : GREENSPOON HARDER, P.A.
Account Number : 076064003722
Phone : (888)491-1120
Fax Number : (954)333-4242

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
ESPLANADE AT HACIENDA LAKES HOMEOWNERS
ASSOCIATION,**

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$43.75

J. HORNE

JUN - 1 2022

2022 MAY 31 AM 9:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

H22000190228 3

FILED
2022 MAY 31 AM 9:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION OF ESPLANADE AT HACIENDA LAKES
HOMEOWNERS ASSOCIATION, INC.
(A Florida corporation not for profit)**

Pursuant to Chapter 617.1006 of the Florida Not For
Profit Corporation Act

NATHAN STITH, Secretary of ESPLANADE AT HACIENDA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association"), does hereby certify under the seal of the Association as follows:

1. The Association was originally incorporated on January 31, 2014, Document Number N14000000987, under Chapter 617 of the laws of the State of Florida.

2. The Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade at Hacienda Lakes was recorded on March 31, 2014, in Official Records Book 5027, Page 2722, *et seq.*, of the Public Records of Collier County, Florida.

3. Article XIII, Section B, of the Articles provides that after the First Conveyance and prior to the Turnover Date the 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.

4. The Board of Directors of the Association is desirous of amending the Articles as provided herein.

5. The following Amendment was adopted by the Board of Directors by Written Consent in Lieu of Meeting on May 24, 2022, and there are no members entitled to vote on the Amendment.

NOW, THEREFORE, the Articles are hereby amended as follows:

1. Article II of the Articles is hereby amended to read as follows:

**ARTICLE II
NAME**

The name of this corporation shall be ESPLANADE AT HACIENDA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, whose initial principal office and mailing address shall be at 8490 Viale Circle, Naples, Florida 34114551 ~~North Gentrymen Road, Suite 200, Sarasota, Florida 34232.~~

H22000190228 3

H220001902283

2. The last paragraph of Section D of Article V is hereby amended to read as follows:

On the Turnover Date, Class "A" Members and Class "B" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board. Beginning at the Turnover Date and thereafter, the combined Class "A" and Class "B" Members shall elect five (5) Directors ~~Class "B" Members shall elect one (1) Director, and the Class "A" Members shall elect four (4) Directors, however, Declarant may change and specify the number of Directors to be elected by each Class membership at Turnover based upon changes in the plan of development of Esplanade at Hacienda Lakes.~~

3. Sections A, G, H and I of Article X of the Articles are hereby amended to read as follows.

ARTICLE X BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be five (5) Directors ~~no less than three (3) and no more than five (5) as determined by Declarant. The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be an odd number of not less than three (3) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.~~

G. The Initial Elected Board, the three (3) Directors elected by the combined Class A Members and Class B Members and receiving the most votes shall serve until the 2025 Annual Meeting. The other Director(s) elected by the Class A Members at the Initial Election Meeting shall serve until the 2024 Annual Meeting, at which time their successors and all Directors thereafter shall be elected to serve for two (2) year terms. ~~The Board shall continue to be so designated and elected, as described in Paragraphs F and F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.~~

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests of Members that elected such Director for any reason deemed to be in the best interests of such Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members that elected such Director. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

H220001902283

H2200019022B3

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

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

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

Upon Declarant's Resignation Event, the Directors elected by the combined Class A Members and Class B Members Purchaser-Members shall elect a successor Director receiving the most votes to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his or her successor is elected by the combined Class A Members and Class B Members and qualified. The successor shall be elected to a term aligning with the Director(s) elected at the Initial Election Meeting until the 2024 Annual Meeting to preserve the existing system of staggered terms. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

1. INTENTIONALLY DELETED ~~At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:~~

1. ~~a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and~~

2. ~~the remaining Directors' terms 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 two (2) years, expiring when their successors are duly elected and qualified.~~

4. Article XI of the Articles is deleted in its entirety and replaced as follows:

ARTICLE XI INDEMNIFICATION

H2200019022B3

H220001902283

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. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI 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 XI shall not apply. The foregoing right of indemnification provided in this Article XI 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.

(A) 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 indemnifier, 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 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 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 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.

(B) 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 (A) above, or in

H220001902283

H220001902283

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.

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or the Association in advance of the final disposition of such action, suit, or proceeding on behalf of the affected Director, officer, or committee member shall pay proceeding. 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 XI.

(D) Miscellaneous. The indemnification provided by this Article XI 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.

(E) 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 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.

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

(words struck-through are deleted; words bolded and double-underlined are added)

H220001902283

H220001902283

IN WITNESS WHEREOF, these Articles of Amendment has been executed by the Secretary of the Association this 24th day of May, 2022.

WITNESSES:

ESPLANADE AT HACIENDA LAKES
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

Matthew Strauss
Print Name: Matthew Strauss

Yosvani Barreiro
Print Name: Yosvani Barreiro

By: Nathan Stith
NATHAN STITH, Secretary

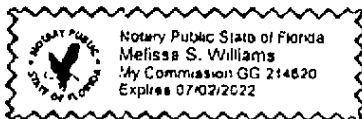
(CORPORATE SEAL.)

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization by NATHAN STITH, as Secretary of ESPLANADE AT HACIENDA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 24th
day of May, 2022.

My Commission Expires:



Melissa S Williams
Notary Public
Melissa S Williams
Typed, printed or stamped name of Notary
Public

H220001902283