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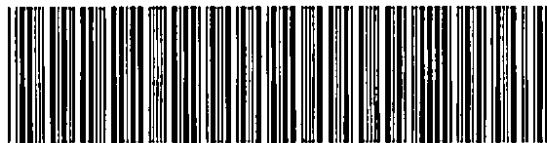
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Amended  
&  
Restated



Edward Vogler II  
[edvogler@voglerashton.com](mailto:edvogler@voglerashton.com)

ATTORNEYS AT LAW  
Vogler Ashton, PLLC  
705 10<sup>th</sup> Ave. W., #103  
Palmetto, Florida 34221  
[www.voglerashton.com](http://www.voglerashton.com)  
Telephone: 941.304.3400  
Facsimile: 941.866.7648

Kimberly Ashton  
[kimashton@voglerashton.com](mailto:kimashton@voglerashton.com)

July 22, 2020

Florida Dept. of State  
Division of Corporations  
ATTN: AMENDMENT SECTION  
PO Box 6327  
Tallahassee FL 32314

RE: AMENDED AND RESTATED ARTICLES OF INCORPORATION

Dear Div. of Corporations,

Enclosed please find the Cover Letter, Certificate of the Association and Amended and Restated Articles of Incorporation for the existing Grand Palm Neighborhood Association #2, Inc., Document # N15000011709, and a check for the \$35 filing fee.

Please note these Articles completely amend and restate all provisions of the prior Articles filed with the State, with the exception of the incorporator which has not been amended.

Please have these Articles filed of record. Please do not hesitate to contact us with questions.

Sincerely,

  
Kimberly Ashton

KA/mas  
Enclosures

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: GRAND PALM NEIGHBORHOOD ASSOCIATION #2, INC.

DOCUMENT NUMBER: N15000011709

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

Please return all correspondence concerning this matter to the following:

KIM ASHTON

(Name of Contact Person)

VOGLER ASHTON, PLLC

(Firm/ Company)

705 10TH AVE. W., UNIT 103

(Address)

PALMETTO/FLORIDA/34221

(City/ State and Zip Code)

jleinaweaver@nealcommunities.com

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

For further information concerning this matter, please call:

Kim Ashton

941

304-3400 x 102

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:

- |   |  |   |  |
|---|--|---|--|
| <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  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**CERTIFICATE**  
**BY THE**  
**GRAND PALM NEIGHBORHOOD ASSOCIATION #2, INC.,**  
**REGARDING THE AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF GRAND PALM NEIGHBORHOOD ASSOCIATION #2, INC.**

This Certificate is prepared in connection with the attached Amended and Restated Articles of Incorporation of Grand Palm Neighborhood Association #2, Inc., a Florida not for profit corporation, (the "Restatement").

The Board of Directors of the Grand Palm Neighborhood Association #2, Inc., states as follows:

THE RESTATEMENT WAS ADOPTED, RATIFIED AND CONFIRMED BY THE BOARD OF DIRECTORS ON JUNE 29, 2020, AND DOES NOT CONTAIN ANY AMENDMENTS REQUIRING MEMBER APPROVAL.

IN WITNESS WHEREOF, the undersigned subscriber executed this Certificate as of the 14<sup>th</sup> day of July, 2020.

**GRAND PALM NEIGHBORHOOD ASSOCIATION #2, INC., a**  
**Florida not for profit corporation**

Attest: [Signature]  
John Leinawever  
Its: Secretary/Treasurer

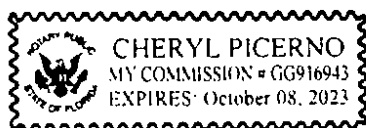
By: [Signature]  
James R. Schier  
Its: President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 14 day of July, 2020, by James R. Schier, as President of the Grand Palm Neighborhood Association #2, Inc., a not for profit corporation, ( ) who is personally known to me, or ( ) who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public  
Print Notary Name: Cheryl Picerno  
NOTARY PUBLIC STATE OF FLORIDA  
Commission No. \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

(Affix Seal)



**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**GRAND PALM NEIGHBORHOOD ASSOCIATION #2, INC.**  
A Corporation Not For Profit  
DOCUMENT NUMBER: N15000011709

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

**ARTICLE I. NAME AND ADDRESS**

The name of the corporation shall be **GRAND PALM NEIGHBORHOOD ASSOCIATION #2, INC.**, a corporation not for profit. For convenience, the corporation shall herein be referred to as the "Association" or "Neighborhood Association." The initial address of the corporation's principal office shall be 5800 Lakewood Ranch Blvd, Sarasota, Florida, 34240. These Articles of Incorporation supplement, amend and restate those Articles of Incorporation filed electronically with the State of Florida, Division of Corporations on December 8, 2015, when incorporating the Association for such status with the State of Florida.

**ARTICLE II. PURPOSE**

2.1 Purpose: The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, and management of the Lots and Neighborhood Common Property within the Neighborhood of Grand Palm, Phase 2 ( for purposes of these Articles of Incorporation, the lands with the Neighborhood of Grand Palm, Phase 2 shall be referred to herein as the "Subdivision"), a subdivision located in the County of Sarasota, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions for Grand Palm, Phase 2," herein called the "Declaration", which is to be recorded in the Public Records of Sarasota County, Florida, as same may be amended as provided for therein. Grand Palm, Phase 2 is part of a larger project and subdivision referred to as the Grand Palm Project.

2.2 Distribution of Income: The Association shall make no distribution of income to its members, directors, or officers.

**ARTICLE III. POWERS**

3.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not for profit, which powers are not in conflict with the terms of these Articles of Incorporation, the Declaration, or the Purposes of the Association as described in Paragraph 2.1 above.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Declaration, as amended from time to time, except as validly limited by these Articles and by said Declaration, and all of the powers and duties reasonably necessary to own and/or operate the Common Property of the Subdivision pursuant to said Declaration and to perform the maintenance, administration, managerial and other functions for the Subdivision as provided in said Declaration, as it may be amended from time to time, including, but not limited to the following:

- (a) To make and collect Assessments against Members as Lot Owners to defray the cost of Common Expenses of the Subdivision as provided in the Declaration.

- (b) To use the proceeds of Assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain, sell, convey and administer the use of the Common Property of the Subdivision in accordance with the Declaration.
- (d) To purchase insurance upon the Common Property, and for the protection of the Association and its Members.
- (e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Declaration.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Declaration.
- (g) To enforce by legal means against an Owner as defined in the Declaration, the provisions of the Declaration, the By-Laws of the Association and rules and regulations duly adopted by the Association.
- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.
- (j) To obtain all required utility and other services for the Common Property.
- (k) To maintain architectural control over the Subdivision in accordance with the Declaration.
- (l) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- (m) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Declaration, these Articles or the By-Laws.
- (n) Sue and be sued, as set forth in the Declaration.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members, in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws of the Association. Upon the dissolution or winding up of this Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be distributed pro-rata among all Members, or, alternatively, upon the affirmative vote of two thirds (2/3) of the Owners of Lots in the Subdivision, the assets of the Association may be conveyed or dedicated to (i) a public body willing to accept such assets; or (ii) a not for profit organization located in Sarasota County, Florida, or the one closest to the Association, if none are located in Sarasota County, having the same or similar purposes; provided that in the event of the

dissolution of the Association, the property consisting of the surface water management system of the Subdivision shall be conveyed to an appropriate agency of local government, and if not accepted, the surface water management system shall be dedicated to a similar non-profit corporation.

3.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Declaration, these Articles and the By-Laws of the Association.

#### **ARTICLE IV. MEMBERS**

4.1 Members: The Members of the Association shall consist of all of the record Owners of Lots in the Subdivision subject to the Declaration and operated hereby.

4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a Lot in the Subdivision. A copy of such instrument shall be delivered to the Association. The Owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the By-Laws.

4.3 Limitation on a Transfer of Shares of Assets: The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Lot.

4.4 Voting: Subject to the provisions of Section 3.02 of the Declaration, the Owner of each Lot shall be entitled to one vote as a member of the Association, provided, however, that the Declarant shall, during development, be entitled to the number of votes as provided in the Declaration, which votes may be apportioned to successor developers, or partial successor developers, as provided in the Declaration. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Subject to the provisions of Section 3.02 of the Declaration, Owners owning more than one Lot shall be entitled to one vote for each Lot owned.

#### **ARTICLE V. DIRECTORS**

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of Members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) directors. Directors shall be Members of the Association except as otherwise provided.

5.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the Members, in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the Declarant and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

James R. Schier  
5800 Lakewood Ranch Blvd.,  
Sarasota, FL 34240

Ivory Crowfoot  
5800 Lakewood Ranch Blvd.,  
Sarasota, FL 34240

John Leinaweaver  
5800 Lakewood Ranch Blvd.,  
Sarasota, FL 34240

The initial Board of Directors designated by Declarant herein, and any directors subsequently designated or appointed or elected by Declarant need not be members of the Association. All other Board members shall be Members of the Association.

#### **ARTICLE VI. OFFICERS**

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: James R. Schier  
5800 Lakewood Ranch Blvd.,  
Sarasota, FL 34243

Vice President: Ivory Crowfoot  
5800 Lakewood Ranch Blvd.,  
Sarasota, FL 34243

Secretary/Treasurer: John Leinaweaver  
5800 Lakewood Ranch Blvd.,  
Sarasota, FL 34243

#### **ARTICLE VII. INDEMNIFICATION**

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Members of the Association as part of the common expenses.



#### ARTICLE VIII. BY-LAWS

8.1 By-Laws: The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the By-Laws and the Declaration.

#### ARTICLE IX. AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified upon the affirmative vote of the owners of two thirds (2/3) of the Lots in the Subdivision; provided however, that these Articles may be altered, amended or modified by Declarant alone (without votes by the Owners), or its successor, during the time that Declarant has the right to and does control the Association in accordance with the Declaration. Amendments may be proposed by resolution of the Board of Directors or by the Owners of any three (3) Lots. Provided, however, that no amendment affecting the Declarant, or its successors or assigns as the developer of the Subdivision, as defined in the Declaration, shall be effective without the prior written consent of the Declarant, its successors or assigns as such Declarant. Provided, further, that no amendment shall make any change in the qualification for membership nor the voting rights of Members without the approval of all Members. No amendment shall be made which is in conflict with the Declaration.

#### ARTICLE X. EXISTENCE

10.1 Term: The term of the Association shall be perpetual; provided, however, in the event that the Association is ever dissolved, the control or right of access to the Subdivision property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

#### ARTICLE XI. INCORPORATOR

11.1 Incorporator: The name and address of the incorporator of this Corporation is as follows: Resource Conservation of Sarasota, LLC, 5800 Lakewood Ranch Blvd, Sarasota, Florida, 34240.

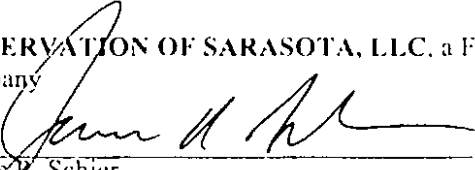
#### ARTICLE XII. REGISTERED OFFICE AND AGENT

12.1 Registered Office and Agent: The Association hereby appoints **RESOURCE CONSERVATION OF SARASOTA, LLC**, a Florida limited liability company, whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, as its Resident Agent under the Laws of Florida. By affixing its signature hereto, the said Registered Agent does hereby accept said designation and appointment, and the office of the Resident Agent shall be at said address.

**ACCEPTANCE BY REGISTERED AGENT**

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as Registered Agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as Registered Agent.

**RESOURCE CONSERVATION OF SARASOTA, LLC**, a Florida  
limited liability company

By:   
Name: James R. Schier  
Its: ~~Manager~~  
**AS REGISTERED AGENT**

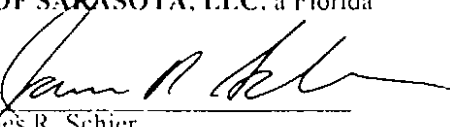
**ARTICLE XIII. CONFLICT**

13.1 Conflict Between Master Declaration / Master Association and Neighborhood Declaration / Neighborhood Association. Anything herein these Articles of Incorporation notwithstanding, in the event of any conflict between any provision of the Master Declaration of Covenants, Conditions and Restrictions for Grand Palm (the "Master Declaration" which includes all rules and regulations of the Grand Palm Master Association, Inc. (the "Master Association"); all decisions, standards, rules, criteria, specifications and guidelines of the Master ARC; the Master Articles; and the Master By-Laws) and any provision of these Articles of Incorporation and/or the Declaration of Covenants, Conditions and Restrictions for Grand Palm, Phase 2 (the "Neighborhood Declaration," which includes any rules and regulations of this Neighborhood Association), the provisions of the Master Declaration and its Master Association shall always prevail and control. The Neighborhood Association may not and is specifically not authorized to take any action that is in anyway adverse to or in violation of the Master Declaration or the Master Association, nor amend any provision of this Neighborhood Declaration that affects, pertains to, or otherwise undermines, diminishes, devalues or is adverse to any provision of the Master Declaration or the Master Association, whatsoever, without the prior written approval and consent of the Master Board of the Master Association, which approval and consent the Master Board may withhold in its sole and absolute discretion.

**SIGNATURE OF INCORPORATOR**

**IN WITNESS WHEREOF**, the undersigned has caused these Amended and Restated Articles of Incorporation to be executed this 29<sup>th</sup> day of June, 2020.

**RESOURCE CONSERVATION OF SARASOTA, LLC**, a Florida  
limited liability company

By:   
Name: James R. Schier  
Its: ~~Manager~~  
**AS INCORPORATOR**