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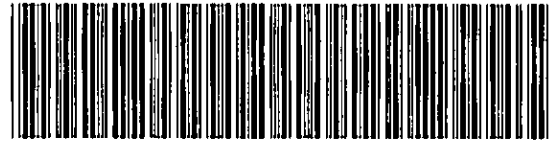
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THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR
ENCLAVE OF NAPLES CONDOMINIUM ASSOCIATION, INC.

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 ENCLAVE OF NAPLES 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 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 Enclave of Naples, a Condominium, located in Naples, 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 earnings 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 Third Amended and Restated Articles of Incorporation, the Third Amended and Restated Declaration of Condominium, and the Third Amended and Restated Bylaws 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 Third Amended and Restated Declaration of Condominium and the Third Amended and Restated Bylaws.

The Condominium Association shall have all the powers and duties reasonably necessary to operate the Condominium pursuant to the Third 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 Condominium Association in order to defray the costs, expenses and losses of the Condominium 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 Condominium Association property;

C. To purchase insurance on the Condominium property and Condominium 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 Condominium Association;

E. To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the Third Amended and Restated Declaration of Condominium and the Third Amended and Restated Bylaws;

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

G. To enforce the provisions of the Condominium Act, the Third Amended and Restated Declaration of Condominium, these Third Amended and Restated Articles of Incorporation, the Third Amended and Restated Bylaws and any Rules and Regulations of the Association, as amended;

H. To contract for the management and maintenance of the Condominium Association and the Condominium property, and to delegate any powers and duties of the Condominium Association in connection therewith except such as are specifically required by the Third 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 Condominium Association;

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

All funds and the title to all property acquired by the Condominium Association shall be held for the benefit of the members in accordance with the provisions of the Third Amended and Restated Declaration of Condominium, these Third Amended and Restated Articles of Incorporation, and the Third Amended and Restated Bylaws, as may be amended from time to time.

The Condominium 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 Third Amended and Restated Bylaws. 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 Third 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 Condominium Association of a copy of such instrument. The share of a member in the funds and assets of the Condominium 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 Condominium Association matters as set forth in the Third Amended and Restated Declaration of Condominium and Third Amended and Restated Bylaws. The manner of exercising voting rights shall be as set forth in the Third Amended and Restated Bylaws

ARTICLE IV

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

ARTICLE V

BYLAWS: The Third Amended and Restated Bylaws 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 may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire voting interests. These Articles shall be deemed amended by a vote of a majority of the voting interests present in person or by proxy and voting at a duly called meeting.

Whenever the provision of Florida Statute Chapter 718 and 617, as amended, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than those set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements.

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 Condominium Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Third Amended and Restated Bylaws but, in any event, no less than three (3) Directors. All Directors shall be elected by the members in the manner detailed in the Third Amended and Restated Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Third Amended and Restated Bylaws. 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.

ARTICLE VIII

INDEMNIFICATION: The Condominium Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorneys' fees incurred by or imposed on them in connection with any legal proceeding to which he may become a party as a result of his position as an officer or Director of the Association provided, however, said indemnification shall not apply in the event of gross negligence or willful misconduct of the Director or officer, or in any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in the best interest of the Condominium Association. Indemnification shall also not apply in the event that there is a Final Judgment or other judicial or quasi-judicial determination that establishes that the act and/or omission is material and the person seeking the indemnification derived an improper personal benefit.

CERTIFICATE

The undersigned, being the duly elected President and Secretary of Enclave of Naples 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 May 19, 2022, 2022, in accordance with the requirements of the Second Amended and Restated Articles of Incorporation for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety.

Executed this ____ day of _____, 2022.

ENCLAVE OF NAPLES CONDOMINIUM
ASSOCIATION, INC.
A Florida not-for-profit corporation

By: L. Harrispa Bernbaum
Print Name: _____
As President _____

Attest: Charlene Barnett
Print Name: CHARLENE BARNETTE
As Secretary

STATE OF Illinois
COUNTY OF Lake

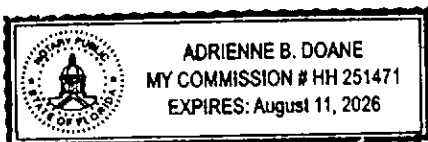
The foregoing instrument was acknowledged before me on this 25th day of May, 2022 by means of ☐ physical presence or ☐ online notarization by L. Harrispa Bernbaum President of Enclave of Naples Condominium Association, Inc. who is personally known to me or who has produced driver's license (type of identification) as identification.



[Signature]
Notary Public
Print Name: Yasemin Muratoglu
My commission expires: 12/14/2025

STATE OF FL
COUNTY OF Collier

The foregoing instrument was acknowledged before me on this 26 day of May, 2022 by means of ☐ physical presence or ☒ online notarization by Charlene Barnett, Secretary of Enclave of Naples Condominium Association, Inc., who is personally known to me or who has produced _____ (type of identification) as identification.



(SEAL)

[Signature]
Notary Public
Print Name: ADRIENNE DOANE
My commission expires: 8/11/26