

N9400004941

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David G. Muller, Esq.
Shareholder
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4001 Tamiami Trail North
Suite 410
Naples, Florida 34103

September 19, 2017

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Amendment to Second Amended and Restated Articles of Incorporation –
Spanish Wells Community Association, Inc. / Document Number N94000004941
Client/Matter No. S13344-244098

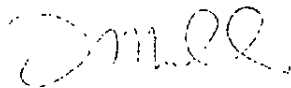
Dear Sir/Madam:

Enclosed please find the original and one copy of the Articles of Amendment to the Second Amended and Restated Articles of Incorporation for the above-referenced Association. A check for \$35.00 is also enclosed for the filing fee.

Please file and return the filed copy to my attention. A self-addressed stamped envelope is enclosed for your convenience.

Please feel free to call me should you have any questions regarding this matter.

Sincerely,



David G. Muller, Esquire
Shareholder
For the Firm

DGM/ins

Enclosures (as stated)
ACTIVE: S13344-244098 10126810 1

**ARTICLES OF AMENDMENT
TO
SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION**

Pursuant to the provision of Chapter 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Second Amended and Restated Articles of Incorporation.

FIRST: The name of the corporation is Spanish Wells Community Association, Inc.

SECOND: The attached amendments to the Second Amended and Restated Articles of Incorporation were previously adopted by the membership on the 10th day of May 2017.

THIRD: The attached amendments to the Second Amended and Restated Articles of Incorporation were ratified by eighty percent of the voting rights of the respective class of Association membership at the duly noticed Special Membership Meeting of the Association on the 5th day of August 2017.

FOURTH: The number of votes cast were sufficient for approval.

WITNESSES:
(TWO)

SPANISH WELLS COMMUNITY
ASSOCIATION, INC.

Madeley McAneny, CAM
Signature
Madeley McAneny
Printed Name

BY:

William R. Vandergrift, President

Date: 08/25/2017

Ashley Straface, CAM
Signature
Ashley Straface, CAM
Printed Name

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 25 day of August 2017 by William R. Vandergrift as President of Spanish Wells Community Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.

Kristin K. Freeland
Notary Public
Kristin K. Freeland
Printed Name

My commission expires: 9/30/2019

Page 1 of 4

LAW OFFICES
BECKER & POLIAKOFF, P.A.
4001 TAMiami TRAIL N., SUITE 410 • NAPLES, FL 34103
TELEPHONE (239) 552-3200



Kristin K. Freeland
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922848
Expires 9/30/2019

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Additions indicated by underlining.
Deletions indicated by striking through.

Amendment No. 1: Article 4, Purpose

**ARTICLE 4
PURPOSE**

4.01 The specific purposes for which the Association is organized are as follows:

(Subsection (a) through Subsection (g) Remain Unchanged.)

(h) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association; ~~and~~

(i) For the accomplishment of its purposes, the 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, except as limited or modified by these Articles, the Declaration of Protective Covenants, the By-laws, or the Florida Not-For-Profit Corporation Act; and it shall have all of the powers and duties reasonably necessary to operate; and

(j) If owned by the Association, to provide for the operation, maintenance, repair, replacement, repair after casualty, improvement and insurance of the Spanish Wells Golf and Country Club.

(Remainder of Article 4 Remains Unchanged.)

Amendment No. 2: Article 7, Assessments

**ARTICLE 7
ASSESSMENTS**

(Section 7.01 Remains Unchanged.)

7.02 Anything herein to the contrary notwithstanding, the assessment levied against the ~~Parcels of Real Property constituting~~ Spanish Wells Golf and Country Club shall be twenty percent (20%) of the entire assessment, unless the Spanish Wells Golf and Country Club is owned by the Community Association, in which case the portion of the assessment levied against the Spanish Wells Golf and Country Club shall be nothing. If the assessment obligation relative to the Spanish Wells Golf and Country Club has been eliminated based on Community Association ownership, the obligation of the owner of the Spanish Wells Golf and Country Club

to pay twenty percent (20%) of the entire assessment shall be reinstated if and when the Spanish Wells Golf and Country Club is no longer owned by the Community Association.

7.03 Anything herein to the contrary notwithstanding, eighty percent (80%) of the entire assessment shall be divided by the total number of Lots ~~Parcels of Real Property~~ and levied against those Lots ~~Parcels of Real Property~~ subject to assessment other than land ~~the Parcels of Real Property~~ constituting Spanish Wells Golf and Country Club. Notwithstanding the foregoing, if the Spanish Wells Golf and Country Club is owned by the Community Association, the assessment against the Lots shall be one hundred percent (100%). As set forth above, if the assessment obligation relative to the Spanish Wells Golf and Country Club has been eliminated based on Community Association ownership, the assessment obligation applicable to the Lots shall be reduced to eighty percent (80%) if and when the Spanish Wells Golf and Country Club is no longer owned by the Community Association.

(Remainder of Article 7 Remains Unchanged.)

Amendment No. 3: Article 8, Directors

**ARTICLE 8
DIRECTORS**

8.01 The corporate powers shall be exercised by and under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors designated by the Neighborhood Associations and the owner of the Spanish Wells Golf and Country Club, Inc. ~~as provided in the Bylaws.~~

(Section 8.02 Remains Unchanged.)

8.03 Except in the case of the owner of the Spanish Wells Golf and Country Club, Inc., and any Neighborhood or other real property in the Community controlled by the Developer or its successor, Directors shall be Members of the Association.

8.04 Directors of the Association shall be designated by the Neighborhood Associations and the owner of the Spanish Wells Golf and Country Club, Inc. and appointed at the first meeting of the Board of Directors following the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

8.05 The terms of the Directors shall be for three years. One-third (1/3) of the Directors shall be designated annually as members of the Board by the Neighborhood Associations or the owner of the Spanish Wells Golf and Country Club, Inc., or as provided for in the Bylaws of the Association. If a vacancy shall occur by the death, resignation or any other reason, the Board of Directors of the Neighborhood Association that designated that Member to

the Board, or the owner of the Spanish Wells Golf and Country Club, Inc., shall designate another Director to the Board to serve out the remainder of the term of the absented Director.

8.06 Notwithstanding anything to the contrary herein, there shall be no Director appointed by the owner of the Spanish Wells Golf and Country Club if it is owned by the Community Association.

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