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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
BANYAN ISLAND AT GREY OAKS HOMEOWNERS ASSOCIATION, I**

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**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION OF
BANYAN ISLAND AT GREY OAKS HOMEOWNERS ASSOCIATION. FOR PRESENT TEXT
SEE THE EXISTING ARTICLES OF INCORPORATION.**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BANYAN ISLAND AT GREY OAKS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME**

The name of this corporation shall be BANYAN ISLAND AT GREY OAKS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation as the "Neighborhood Association."

**ARTICLE II
PURPOSES**

The purpose for which the Neighborhood Association is organized is to take title to, administer, operate, maintain, finance, repair, replace, and manage the Association Property in accordance with the terms of, and purposes set forth in, the Amended and Restated Neighborhood Declaration of Covenants, Conditions and Restrictions for Banyan Island (the "Neighborhood Declaration"), to which these Articles are attached as Exhibit "B". Terms not herein defined shall be as defined in the Neighborhood Declaration.

**ARTICLE III
POWERS OF NEIGHBORHOOD ASSOCIATION**

3.1. The Neighborhood Association shall have all of the common law and statutory powers of a corporation not for profit.

3.2. The Neighborhood Association shall have all of the powers granted to the Neighborhood Association in the Neighborhood Declaration.

3.3. The Neighborhood Association shall have all of the powers reasonably necessary to implement the purposes of the Neighborhood Association, including, but not limited to, the following:

(a) To perform any act required or contemplated by it under the Neighborhood Declaration.

(b) To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Neighborhood Common Property.

(c) To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay operating expenses and other costs of the Neighborhood Association.

(d) To enforce by legal means the obligations of the Members and the provisions of the Neighborhood Declaration.

(e) To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repair and management of the Neighborhood Common Property, including, but not limited to, agreements with respect to professional management of the Neighborhood Association and to delegate to such professional manager certain powers and duties of the Neighborhood Association.

(f) To contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable to further the purposes of and protect the interests of the Neighborhood Association and its Members; provided further that such policies of insurance shall cover all Neighborhood Common Property.

(g) To have the power of entry upon any Lot reasonably necessary in connection with the carrying out of Neighborhood Association responsibilities hereunder.

(h) To negotiate and contract for such materials and services for the benefit of Owners who subscribe to or elect to accept such materials or services, with payment for same to be separately billed to the Owners or advanced by the Neighborhood Association and repaid to the Neighborhood Association by Special Assessment for services.

(i) To maintain architectural control with respect to the Neighborhood in accordance with the terms of the Neighborhood Declaration.

(j) To establish rules and regulations.

(k) To sue and be sued.

(l) To require all Lot Owners to be Members of the Neighborhood Association.

ARTICLE IV PRINCIPAL OFFICE

The principal office of the Neighborhood Association is located at 4949 Tamiami Trail North, Suite 201, Naples, Florida 34103, or at such other place as may be established by resolution of the Board of Directors of the Neighborhood Association.

ARTICLE V MEMBERSHIP

Every Owner who holds record title to a Lot that is subject to Assessment under the terms of the Neighborhood Declaration, shall be a Member of the Neighborhood Association. Membership shall be appurtenant to the Lot and shall be transferred automatically by a conveyance of record title to such Lot. An Owner of more than one Lot is entitled to one membership for each Lot to which the Owner holds record title. If more than one person holds record title, all such persons shall be Members; provided, however, that only one vote shall be cast with respect to any one Lot. No person other than an Owner may be a Member of the Neighborhood Association. A membership may not be transferred except by a transfer of record title to the Lot to which it is appurtenant.

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ARTICLE VI VOTING

6.01 There shall be only one (1) vote for each Lot. A Member's right to vote shall vest immediately upon such Member's qualification for membership as provided in the Neighborhood Declaration and these Articles of Incorporation. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Neighborhood Declaration, these Articles of Incorporation, and the Bylaws of the Neighborhood Association.

6.02 Unless elsewhere specifically provided to the contrary in the Neighborhood Declaration, these Articles or the Bylaws of the Neighborhood Association, a vote or approval of two-thirds (2/3rd) of the voting interests of the Neighborhood Association, shall be deemed satisfied by either of the following:

(a) The vote in person or by proxy of two-thirds (2/3rd) of the voting interests of the Neighborhood Association at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members of the Neighborhood Association.

(b) Written consents signed by the majority of the total voting interests of the Neighborhood Association.

6.03 A Quorum of the Members shall consist of Members entitled to cast twenty-five percent (25%) of the total number of votes of the Members. Limited proxies and general proxies may be used to establish a Quorum.

6.04 Provided a Quorum is present, the affirmative vote of two-thirds (2/3rd) of voting interests represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater vote is required by the Neighborhood Declaration, these Articles of Incorporation, the Bylaws of the Neighborhood Association, or by Florida law. After a Quorum has been established at a meeting, the subsequent withdrawal of a Member so as to reduce the number of votes at the meeting below the number required for a Quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

ARTICLE VII BOARD OF DIRECTORS

The affairs of the Neighborhood Association shall be managed by a Board of Directors who must be Members or the parents, children or spouses of Members. Except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity on its behalf to be eligible to serve on the Board. The number of Directors constituting the Board of Directors shall be three (3). Each Director shall have one (1) vote.

Directors shall serve staggered two terms. With two (2) Directors elected in one calendar year and the remaining Director elected the following calendar year. At each Annual Members' Meeting, as many Directors of the Neighborhood 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.

ARTICLE VIII

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OFFICERS

The affairs of the Neighborhood Association shall be administered by a President, a Vice President, a Secretary and a Treasurer and such other officers as may be designated from time to time by the Directors. The Officers shall be elected or designated by the Board of Directors at its first meeting following the annual meeting of the Members of the Neighborhood Association.

ARTICLE IX TERM; AMENDMENT

9.01. The term for which the Neighborhood Association is to exist shall be perpetual.

9.02. These Articles of Incorporation may be changed, amended or modified at any time and from time to time, by the Members as and to the extent provided in, and pursuant to the procedures as set forth in Section 12.02 of the Neighborhood Declaration.

ARTICLE X INDEMNIFICATION

10.01 Every Director and every Officer of the Neighborhood Association shall be indemnified by the Neighborhood Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon such Director or Officer in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he or she may become involved by reason of his or her being or having been a Director or Officer of the Neighborhood Association, or having served at the Neighborhood Association's request as a Director or officer of any other corporation, whether or not he or she so serves the Neighborhood Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Neighborhood Association approves such settlement and reimbursement as being for the best interest of the Neighborhood 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.

10.02 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Neighborhood Association in advance of the final disposition of such action, suit or proceeding if authorized by a majority of the Directors upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined that he or she is not to be indemnified by the Neighborhood Association as authorized by these Articles of Incorporation.

10.03 The Neighborhood Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a Director or Officer of the Neighborhood Association, or is or was serving at the request of the Neighborhood Association as a Director or officer of another corporation, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Neighborhood Association would have the power to indemnify him or her against such liability under the provisions of these Articles.

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CERTIFICATE

The undersigned, being the fully elected and acting President of Banyan Island at Grey Oaks Homeowners Association, Inc., hereby certifies that the foregoing were approved by at least seventy-five percent (75%) of the votes of the entire membership of the corporation on the 21st day of February, 2024, after due notice, in accordance with Article XII of the Articles of Incorporation, and that said vote is sufficient to amend and restate the Articles of Incorporation in its entirety.

Executed as of the 21st day of February 2024.

Signed in the presence of:

[Signature]
Witness #1

BANYAN ISLAND AT GREY OAKS
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

JUDY WRIGHT
Print Name of Witness #1
500 Logan Blvd S
Naples, FL 34119
Address of Witness #1

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[Signature]
Witness #2
Christine M. Flagg
Print Name of Witness #2

By: [Signature]
RJ Weigel, as President

5551 Ridgewood Dr. #501
Address of Witness #2
Naples, FL 34108

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of February 2024, by RJ WEIGEL, as President of BANYAN ISLAND AT GREY OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me OR ☒ produced FL Driver License as identification.



[Notary Seal]

[Signature]
Notary Public