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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
HERITAGE BAY GOLF & COUNTRY CLUB, INC.**

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Heritage Bay Golf & Country Club, Inc., a Florida corporation not for profit, which was originally incorporated and filed under the same name on February 14, 2005, are amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles of Incorporation other than the inclusion of amendments adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Heritage Bay Golf & Country Club, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Heritage Bay Golf & Country Club, Inc. (hereinafter the "Club").

ARTICLE II

PRINCIPAL OFFICE: The principal office of the Club is 10154 Heritage Bay Boulevard, Naples, Florida 34120.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Club is organized is to provide a corporate entity to act as "association" as defined in Chapter 720, Florida Statutes, for the operation of a residential community and certain recreational and other common facilities serving Heritage Bay Golf & Country Club, located in Collier County, Florida.

The Club is organized and shall exist upon a non-stock basis as a Florida corporation not for profit, and no portion of any earnings of the Club shall be distributed or inure to the private benefit of any Member, Director or officer of the Club. For the accomplishment of its purposes, the Club shall have all of the common law and statutory powers and duties of a corporation not for profit under Florida law, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions to which these Articles are attached as a recorded exhibit, or the Bylaws of the Club, and

it shall have all other powers and duties reasonably necessary to operate the Community, and effectuate the purpose for which it is organized pursuant to said Declaration of Covenants, Conditions and Restrictions as it may hereafter be amended, including but not limited to the following:

- (A) To own land, and to operate, maintain, and manage those lands owned by the Club and such other lands which the Club is responsible to maintain.
- (B) To operate, maintain, manage and keep in good repair, improvements and amenities upon lands owned by the Club and upon lands which the Club is responsible to maintain, including, without limitation, lakes, golf course, entrance ways and certain landscape areas for the use of the Club's Members and their respective unit owners.
- (C) To levy and collect assessments against Members of the Club to defray the costs, expenses and losses of the Club, and to use the proceeds of assessments in the exercise of its powers and duties.
- (D) To provide or contract in bulk for the provision of private utility, telecommunication, and other services (if any) to the Members and their residents.
- (E) To purchase insurance for the protection of the Club and its Members.
- (F) To make, establish, amend and enforce reasonable rules, regulations and policies governing the use of the Club Common Areas and the operation of the Club.
- (G) To sue and be sued, and to enforce the covenants and restrictions in the Declaration of Covenants, these Articles, and the Bylaws of the Club.
- (H) To employ accountants, attorneys, architects, or other professional personnel, and to contract for services necessary to perform the services required for proper operation and maintenance of the Community.
- (I) To acquire, own and convey real property, and to enter into agreements, or acquire leaseholds, easements, Memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power regardless of whether the lands or facilities are contiguous to the lands of the Club, if they are intended to provide enjoyment, recreation, or other use or benefit to the Members.
- (J) To borrow or raise money for improving the Common Areas; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Club. Any amount equal to or greater than two percent (2%) of the Club's annual operating budget excluding reserves shall first require approval of a majority of those members who are eligible to vote and who are present, in person or by proxy, at a duly called meeting of the Members at which a quorum is attained.

(K) To be responsible in perpetuity for maintenance of all preserved, restored, or created wetlands areas and upland buffer zones, if any, located on the Club Common Areas; and to take action against Lot, Living Units or Neighborhood Associations, if necessary, to enforce the conditions of any permit issued by South Florida Water Management District ("SFWMD") for the Club Common Areas.

All funds and the title to all property acquired by the Club shall be held for the benefit of the Members in accordance with the provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Bay, these Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws.

ARTICLE IV

MEMBERS:

(A) The Members of the Club shall be all the owners of record legal title to one or more Lots or Living Units in the Community.

(B) Only one (1) vote per Living Unit is permitted. The manner of exercising voting rights shall be as set forth in the Bylaws.

(C) The share of a Member in the funds and assets of the Association cannot be assigned, withdrawn or transferred in any manner except as an appurtenance to the property the Association operates.

ARTICLE V

TERM: The term of the Club shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws of the Club may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Directors or by written petition of at least ten percent (10%) of the Members, and shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(B) Vote Required. Notice of any proposed amendment must first be given to each Member of the Club, and that notice must contain the text of the proposed amendment. Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation

shall be adopted if it is approved by concurrence of at least two-thirds (2/3) of those Members who are eligible to vote and who are present and voting, in person or by proxy, at any duly called annual or special meeting

(C) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of the County with the same formalities as required in the Bylaws for an amendment to the Bylaws.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Club will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Club shall be elected by the Members in the manner described in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

(C) The business of the Club shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Club and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION:

To the fullest extent permitted by Florida law, the Club shall indemnify and hold harmless every Director, officer, volunteer, and/or committee member of the Club against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of his or her being or having been a Director, officer, volunteer and/or committee member of the Club. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Club, in a proceeding by or in the right of the Club to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director, officer, volunteer and/or committee member had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director, officer, volunteer and/or committee member derived an improper personal benefit.

(D) Wrongful conduct by Directors, officers, volunteers and/or committee members in a proceeding brought on behalf of the Club.

In the event of an out-of-court settlement of litigation, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement and indemnification as being in the best interest of the Club. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director, officer, volunteer and/or committee member may be entitled.

CERTIFICATE OF AMENDMENT

The undersigned, being the duly elected and acting President and Secretary of Heritage Bay Golf & Country Club, Inc., hereby certify that the foregoing were duly proposed by concurrence of at least two thirds (2/3) of the voting interests present and voting in person or by proxy at annual meeting held on the 25th day of April, 2019 after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote is sufficient for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety.

Executed this _____ day of _____, 2019.

HERITAGE BAY GOLF & COUNTRY CLUB,
INC.

(SEAL)

By: _____
President
Print Name: _____

Attest:

Secretary
(Print Name: _____)

STATE OF FLORIDA)
)
COUNTY OF COLLIER)

BEFORE ME, the undersigned authority, this _____ day of April, 2019, by _____ and _____, President and Secretary, respectively, of Heritage Bay Golf & Country Club, Inc., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or produced the following form of identification:
_____.

(SEAL)

Notary Public
My Commission Expires:

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