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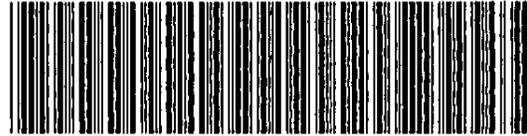
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**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SEVEN LAKES ASSOCIATION, INC.**

These are the Second Amended and Restated Articles of Incorporation for Seven Lakes Association, Inc. originally filed with the Florida Department of State the 27th day of October 1970, under Charter Number 719590. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2012).

1. NAME. The name of the corporation is SEVEN LAKES ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", the Declarations of Condominiums as "Declarations", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

2. PURPOSE. The purpose for which the Condominium Association is organized is to manage, operate and maintain twenty-nine Condominiums known as:

<u>Condominium Name</u>	<u>Declaration Recording*</u>	<u>Plat**</u>
Seven Lakes Condominium 1	O.R. Book 2151, Page 4234	CPB 17-95
Seven Lakes Building No. 2, A Condominium	O.R. Book 636, Page 503	CPB 2-18
Seven Lakes Building No. 3, A Condominium	O.R. Book 654, Page 731	CPB 2-44
Seven Lakes Building No. 4, A Condominium	O.R. Book 770, Page 348	CPB 2-125
Seven Lakes Building No. 5, A Condominium	O.R. Book 872, Page 16	CPB 3-9
Seven Lakes Building No. 6, A Condominium	O.R. Book 929, Page 199	CPB 3-94
Seven Lakes Building No. 7, A Condominium	O.R. Book 929, Page 238	CPB 3-96
Seven Lakes Building No. 8, A Condominium	O.R. Book 930, Page 438	CPB 3-103 CPB 3-149 CPB 4-224
Seven Lakes Condominium 20	O.R. Book 1715, Page 1910	CPB 9-15 CPB 11-100
Seven Lakes Condominium 21	O.R. Book 1718, Page 1150	CPB 9-31
Seven Lakes Condominium 21B	O.R. Book 2034, Page 1114	CPB 17-15
Seven Lakes Condominium Building No. 22	O.R. Book 1397, Page 1718	CPB 6-63 CPB 7-94

Seven Lakes Condominium Building 23 Seven Lakes Building No. 24, A Condominium	O.R. Book 1568, Page 1330	CPB 7-232
Seven Lakes No. 25, A Condominium	O.R. Book 1079, Page 1263	CPB 4-200
	O.R. Book 930, Page 479	CPB 3-105 CPB 3-211
Seven Lakes Building No. 35, A Condominium	O.R. Book 930, Page 519	CPB 3-107
Seven Lakes Condominium Building No. 39	O.R. Book 1496, Page 499	CPB 7-48
Seven Lakes Condominium 40	O.R. Book 1546, Page 2141	CPB 8-53
Seven Lakes Condominium No. 41	O.R. Book 1454, Page 7	CPB 6-208
Seven Lakes Condominium 42	O.R. Book 1315, Page 664	CPB 5-221 CPB 5-322
Seven Lakes Condominium 43	O.R. Book 1315, Page 712	CPB 5-227
	O.R. Book 1361, Page 1634	CPB 5-377
Seven Lakes Condominium No. 44A	O.R. Book 1259, Page 1483	CPB 5-118
Seven Lakes Condominium No. 45	O.R. Book 1270, Page 2064	CPB 5-151
Seven Lakes Building 46	O.R. Book 663, Page 763	CPB 2-57
Seven Lakes Condominium 47	O.R. Book 1971, Page 1372	CPB 15-89 CPB 16-28
Seven Lakes Condominium 48	O.R. Book 1975, Page 1273	CPB 16-18
Seven Lakes Condominium 49	O.R. Book 2019, Page 4262	CPB 17-13
Seven Lakes Condominium 50A	O.R. Book 2077, Page 3357	CPB 16-98
Seven Lakes Condominium 50B	O.R. Book 2110, Page 4668	CPB 17-33
Seven Lakes Condominium 52	O.R. Book 2114, Page 2504	CPB 17-37

* Official Records, Lee County, Florida.

** Condominium Plat Book.

hereinafter "the Condominiums") which are located in Fort Myers, Lee County, Florida, upon the lands described in the Declarations of Condominium. The Association also owns the following real property:

1. Deed from Seven Lakes Corp. to Seven Lakes Association, Inc. recorded at O.R. Book 771, Pages 180-183, of the Public Records of Lee County, Florida.
2. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 1012, Pages 1093-1095, of the Public Records of Lee County, Florida.
3. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 1412, Pages 1860-1877, of the Public Records of Lee County, Florida.

4. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 1464, Pages 903-906, of the Public Records of Lee County, Florida.
5. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 1464, Pages 907-913, of the Public Records of Lee County, Florida.
6. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 1586, Pages 1145-1147, of the Public Records of Lee County, Florida.
7. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 1829, Pages 1875-1877, of the Public Records of Lee County, Florida.
8. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 1847, Pages 4574-4577, of the Public Records of Lee County, Florida.
9. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 1951, Pages 1928-1929, of the Public Records of Lee County, Florida.
10. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 1951, Pages 1935-1936, of the Public Records of Lee County, Florida.
11. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 2057, Pages 4577-4593, of the Public Records of Lee County, Florida.
12. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 2203, Pages 4766-4769, of the Public Records of Lee County, Florida.
13. Deed from Leisure Technology of Florida, Inc. to Seven Lakes Association, Inc. recorded at O.R. Book 2427, Pages 0727-0732, of the Public Records of Lee County, Florida.
14. Deed from Summerlin Pointe Development Properties Partnership to Seven Lakes Association, Inc. recorded at O.R. Book 2674, Pages 2641-2644, of the Public Records of Lee County, Florida.

LESS AND EXCEPT

1. Property deeded by Seven Lakes Association, Inc. to Leisure Technology of Florida, Inc. per Deed recorded at O.R. Book 1847, Pages 4569-4573, of the Public Records of Lee County, Florida.
2. Property deeded by Seven Lakes Association, Inc. to Leisure Technology of Florida, Inc. per Deed recorded at O.R. Book 1929, Pages 2100-2101, of the Public Records of Lee County, Florida.
3. Property deeded by Seven Lakes Association, Inc. to Leisure Technology of Florida, Inc. per Deed recorded at O.R. Book 2059, Pages 1713-1714, of the Public Records of Lee County, Florida.
4. Property deeded by Seven Lakes Association, Inc. to Leisure Technology of Florida, Inc. per Deed recorded at O.R. Book 2203, Pages 4770-4772, of the Public Records of Lee County, Florida.
5. Property acquired by Lee County, Florida through eminent domain proceedings in Lee County, Florida v. Seven Lakes Association, Inc., Case No. 81-45-CA-RWP as specified in Judgment received at O.R. Book 1990, Pages 2247-2249, of the Public Records of Lee County, Florida.

The corporation may hereafter be referred to as the "Association." The Condominiums and real property owned by the Association may be collectively referred to as "Seven Lakes".

Said Condominiums shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment and advantage of the individual residents of said Condominiums; to make such improvements, additions and alterations to said Condominiums as may be necessary or desirable from time to time; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation and maintenance of said Condominiums as authorized by the respective Declarations of said Condominiums and the By-Laws of the Association, all as agents of the Owners of the Condominium Parcels of the said Condominiums.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations of the Condominium recorded in the Public Records of Lee County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common- law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles or of the Act.

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act and as it may be amended from time to time, except as limited by the Declarations of Condominium, as they may be amended from time to time, these Articles and as they may be amended from time to time, the Bylaws and as they may be amended from time to time, including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominiums or Association Property.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, Association Property or any other property acquired or leased by the Association for use by Members, subject to Article 4.19 of the By-Laws.

4.2.4 To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its Officers, Directors, and Members.

4.2.5 To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the Condominium Property and Association Property the health, comfort, safety and welfare of the Members, and for the administration of the Association.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of Units as may be provided by the respective Declarations.

4.2.7 To enforce by legal means the provisions of the Act, the Declarations, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property and Association Property.

4.2.8 To contract for the management of the Condominiums and Association Property and any facilities used by the Members, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Condominiums and the Association.

4.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declarations, these Articles and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Declarations, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declarations and the Act, nor reimbursement for expenses as may be authorized by the Board.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations and the Bylaws.

5. MEMBERS. The Members of the Association shall consist of all of the record Owners of Units in the Condominiums, and after termination of the Condominium or Condominiums shall consist of those who were Members at the time of the termination and their successors and assigns.

5.1 Assignment. 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 Unit for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declarations or Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned, subject to the procedure contained in the Condominium Documents. Cumulative voting is not permitted. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall not be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

5.3 Meetings. The Bylaws shall provide for an annual meeting of Members, and shall make provision for regular and special meetings of Members other than the annual meeting.

6. TERM OF EXISTENCE. The Association shall have perpetual existence.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declarations, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of the Association may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by either a majority of the Directors or by ten percent (10%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER FOR PRESENT TEXT."

10.3. Notice. Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a majority vote of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board of Directors without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Members approve the amendment.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or

proceeding referred to in Section 11.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

12. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

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