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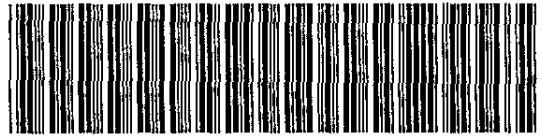
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Amended &
Restated
Articles

03/16/06

Dr

BECKER & POLIAKOFF

ADMINISTRATIVE OFFICE
3111 STIRLING ROAD
FORT LAUDERDALE, FL 33312
800.432.7712 U.S. TOLL FREE

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Becker & Poliakoff Building
14241 Metropolis Avenue, Suite 100
Ft. Myers, Florida 33912
Phone: (239) 433-7707 Fax: (239) 433-5933
Toll Free: (800) 462-7780

Bank of America Center
4501 Tamiami Trail North, Suite 214
Naples, Florida 34103
Phone: (239) 261-9555 Fax: (239) 261-9744
Toll Free: (800) 362-7537

Reply To:
Naples
Gregory W. Marler, Esq.
Direct dial: (239) 261-9555
gmarler@becker-poliakoff.com

March 3, 2006

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

Re: *Spanish Wells Community Association, Inc.*

Dear Sir/Madam:

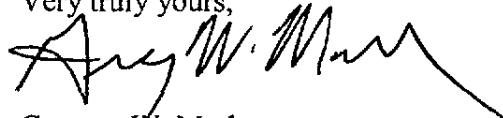
Enclosed herewith for recordation in the Public Records please find the following:

1. Articles of Amended and Restated Articles of Incorporation.
2. Second Amended and Restated Articles of Incorporation.

Also enclosed is check number 004971 in the amount of \$35.00 to cover the cost of recording. A copy of these documents along with a self-addressed stamped envelope for return of the copy if enclosed for your convenience.

Thank you for your attention to this matter.

Very truly yours,



Gregory W. Marler
For the Firm

GWM/ph
Enclosures (as stated)

NAP_DB: 33047_1

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SPANISH WELLS COMMUNITY ASSOCIATION, INC.**

FILED STATE
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06 MAR - 6 PM 3:44

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION -
SEE CURRENT AMENDED AND RESTATED ARTICLES
OF INCORPORATION FOR CURRENT TEXT.**

These are the Second Amended and Restated Articles of Incorporation for Spanish Wells Community Association, Inc. originally filed with the Florida Department of State the 7th day of October 1994, under Document Number N94000004941. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapters 617 and 720, Florida Statutes.

**ARTICLE 1
NAME**

1.01 The name of the corporation is Spanish Wells Community Association, Inc. (herein called the "Association").

**ARTICLE 2
LOCATION**

2.01 The principal place of business of the Association shall be at 9200 Bonita Beach Boulevard, Suite 113, Bonita Springs, Florida 34135, or such other address as determined from time to time by the Board of Directors.

**ARTICLE 3
EXISTENCE**

3.01 The Association shall exist perpetually until dissolved according to law.

**ARTICLE 4
PURPOSE**

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

(a) To operate and maintain the surface water management system for the Community in accordance with permits from time to time issued by the South Florida Water Management District, and to own real and personal property lying within the Common Areas of the Community which are part of such system;

(b) To own, operate, maintain, preserve, replace and repair the roads, right-of-ways, and entry (access) and boundary areas within the Community (except for the Marbella at Spanish Wells Neighborhood);

(c) To serve as a "Homeowners' Association" as defined in Chapter 720, Florida Statutes (2004), as amended from time to time, with all powers necessary or appropriate;

(d) To levy upon the Property within the Community on an equitable basis and collect from its Members assessments, including reasonable reserves, to defray the costs of the operation of the Association;

(e) To acquire by gift, purchase, or otherwise, and to own, build, improve, operate, repair, maintain and replace, lease, transfer, and otherwise dispose of real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Association;

(f) To dedicate, sell or transfer all or any part of the real or personal property of the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Community Association;

(g) To contract for the management and maintenance of the Common Area, surface water management system, and other services which affect all of its Members as owners of real property within the Community, and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by law or by the Declaration of Protective Covenants to be exercised by the Board of Directors or the membership of the Association;

(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.

4.02 The Association is not organized for pecuniary profit or financial gain. All assets and income of the Association shall be used only for the purposes for which the Association is organized. No dividend may be paid and no part of the Association's income or profits shall be distributed to its Members, Directors or Officers. The Association may pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, may confer benefits upon its Members in conformity with its purposes, and, upon dissolution or final liquidation, may make distributions to its Members as permitted by the Florida Not-For-Profit Corporation Act.

4.03 This Association shall not exercise any architectural control over improvements in those areas in the Community which are subject to the jurisdiction of Neighborhood Associations or Spanish Wells Golf & Country Club within those areas.

ARTICLE 5 MEMBERS

5.01 Every person or entity who is a record title owner of any Parcel of Real Property (as defined herein) within the boundaries of the Community shall be a Member of the Association. Any person or entity holding an interest in any Parcel of Real Property merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association is appurtenant to each Parcel of Real Property within the Community and cannot be conveyed other than by conveyance of fee simple title to the Parcel of Real Property.

5.02 If title to a Parcel of Real Property within the Community is vested in a corporation, partnership or other legal entity, such entity may designate a natural person as representative of the entity. Such representative shall have all the same rights and privileges as any other natural person who is a Member.

5.03 The Association is organized on a nonstock basis.

ARTICLE 6 VOTING

6.01 Title to each Parcel of Real Property within the Community shall include an indivisible and non-assignable vote which the owner or owners of such Parcel of Real Property may cast with respect to any matter which may be voted upon by the Members of the Association.

6.02 The vote of a majority of a quorum represented at a duly convened meeting of the Members at which a quorum is present shall be binding upon the Association.

6.03 Thirty percent (30%) of the Members present (in person or by proxy) at a duly called meeting of the Members shall constitute a quorum. Proxies may be used to establish a quorum.

6.04 Members may vote by proxy for any matter that requires or permits a vote of the Members. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it is given. A proxy is revocable at any time at the pleasure of the Member who executes the proxy.

ARTICLE 7 ASSESSMENTS

7.01 Any assessment levied by the Association shall be apportioned among all Parcels of Real Property in the Community at the same time and without regard to the assessed value of the Parcels as determined by the Lee County Property Appraiser for *ad valorem* real estate tax purposes.

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.

7.03 Anything herein to the contrary notwithstanding, eighty percent (80%) of the entire assessment shall be divided by the total number of Parcels of Real Property and levied against those Parcels of Real Property subject to assessment other than the Parcels of Real Property constituting Spanish Wells Golf and Country Club.

7.04 Each year the Board of Directors of the Association shall approve a budget of the reasonably anticipated annual costs of operation of the Association, including provisions for previously incurred and unpaid costs and reserves for deferred expenses and capital replacements. The assessment shall be the amount determined by the budget.

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 Spanish Wells Golf and Country Club, Inc. as provided in the Bylaws.

8.02 The Association shall have nine Directors initially. The number of Directors may thereafter be increased or decreased from time to time in accordance with the Bylaws of the Association but in no event shall the number of Directors be less than the number of Neighborhoods within the Community as established in the Bylaws.

8.03 Except in the case of 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 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 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 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.

ARTICLE 9 OFFICERS

9.01 The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws.

9.02 The Officers shall be elected by the Board of Directors of the Association, following the Annual General Meeting of the Members of the Association.

9.03 The Bylaws may provide for the removal of Officers, for the filling of vacancies and for the duties of the Officers.

ARTICLE 10 BYLAWS

10.01 The power to adopt, alter, amend or repeal Bylaws shall be as stated in the Bylaws.

ARTICLE 11 AMENDMENT

11.01 These Articles of Incorporation may be amended at any time by a majority vote of the voting interests (one voting interest per Lot) present (in person or by proxy) and voting at a duly called meeting of the Association.

ARTICLE 12 DEFINITIONS

All terms used herein shall have the same meanings as defined in the Second Amended Declaration of Protective Covenants for Spanish Wells Community, unless the context would prohibit such meanings.

ARTICLE 13
REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

13.01 The registered office address and the name of the registered agent of the Association shall be as determined by the Board of Directors from time to time.

ARTICLE 14
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

14.01 No contract or transaction between the Association and one or more of its Directors or Officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its Officers or Directors are officers or directors or are financially interested shall be either void or voidable because of such relationship or interest because the Officer or Director is present at, or participates in, meetings of the board or committee thereof that authorized the contract or transaction, or solely because such Officer's or Director's votes are counted for such purpose, provided the relationship or interest is disclosed or known to the Board of Directors, the vote of the interested Director or Officer is not counted towards the votes of the Board of Directors necessary to authorize, approve or ratify the contract or transaction, and the contract or transaction is fair and reasonable to the Association at the time it is authorized. Common or interested Directors may not be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee meeting thereof which authorizes, approves or ratifies such contract or transaction. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction.

ARTICLE 15
INDEMNIFICATION

15.01 The Association shall defend, protect, hold harmless and indemnify any person 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 such person is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that such person did not act in good faith, or in any manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and with respect to any criminal action or proceeding, that such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

15.02 To the extent that a person who is or was a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection with such defense.

15.03 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 the receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Article.

15.04 The indemnification provided by this Article 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, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

15.05 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE 16 DISSOLUTION

16.01 The Association may be dissolved by a vote of the Members holding at least sixty percent (60%) of the votes entitled to be cast at any regular or special meeting of the Members.

16.02 In the event of dissolution, all responsibilities of the Association for maintenance and operation of the surface water management system and any conservation easements in and for Spanish Wells Community shall be transferred to a similar organization.

ARTICLE 17 SURFACE WATER MANAGEMENT SYSTEM

17.01 Any amendment of the Declaration of Protective Covenants for the Spanish Wells Community or these Articles which would affect the Surface Management System, including the water management portions of Common Areas, requires the prior approval of the South Florida Water Management District.

17.02 In the event of the dissolution of the Association, the right, title and interest of the Association in real and personal property constituting a part of the Surface Management System shall be conveyed to an appropriate agency of local government.

NAP_DB: 32991_1

ARTICLES OF AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to the provisions of Section 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amended and Restated Articles of Incorporation.

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

SECOND: The attached Amended and Restated Articles of Incorporation were adopted by the membership.

THIRD: The attached Amended and Restated Articles of Incorporation were adopted by the required vote of the members on the 28th day of February, 2006.

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

WITNESSES:
(TWO)

SPANISH WELLS COMMUNITY
ASSOCIATION, INC.

J. Wade Ford
Signature
J. Wade Ford
Printed Name

BY: Wayne J. Varady
Wayne J. Varady - President
Date: 2/28/06
(CORPORATE SEAL)

Gregory W. Marler
Signature
Gregory W. Marler
Printed Name

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 28 day of Feb, 2006 by Wayne Varady as President of Spanish Wells Community Association, Inc., a Florida Not-for-Profit Corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) as identification and did take an oath.



Rebecca S. Valenza
MY COMMISSION # DD258472 EXPIRES
December 7, 2007
BONDED THROUGH TROY FAIR INSURANCE, INC.

Rebecca Valenza
Notary Public
REBECCA VALENZA
Printed Name

My commission expires: 12-7-07