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January 9, 1997

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

Re: Heritage Oaks Golf & Country Club, Inc.; Amended Articles of Incorporation

Enclosed please find the original and one copy of the above-referenced document. Please file this document and return a certified copy to our office at your earliest convenience. Our check in the amount of \$87.50 is enclosed.

Thank you.

Sincerely,

*Suzanne M. Young*  
Suzanne M. Young  
Legal Assistant

/smy  
Encs.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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*Amended  
& Restated*

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF**

**HERITAGE OAKS GOLF & COUNTRY CLUB, INC.**

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Heritage Oaks Golf & Country Club, Inc., a Florida corporation not for profit, which were originally incorporated under the same name on December 28, 1995, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002(1)(b), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation, and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1002(1)(b) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Heritage Oaks Golf & Country Club, shall henceforth be as follows:

**ARTICLE I**

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

**ARTICLE II**

**PRINCIPAL OFFICE:** The principal office of the corporation shall initially be located at 337 Interstate Blvd., Sarasota, Florida 34240, and subsequently at such other location as shall be determined by the Board of Trustees.

**ARTICLE III**

**PURPOSE AND POWERS:** The purpose for which the Club organized is to provide a corporate entity to act as a residential homeowners association under Sections 617.301 - 617.312, Florida Statutes (1995) for the operation of a Residential Planned Community, located in Sarasota 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, Trustee 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 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.

(B) To own, lease, maintain, repair, replace or operate any portions of the Common Areas.

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(C) To provide or contract in bulk for the provision of private utility, telecommunication, and other services to the residents.

(D) To purchase insurance for the protection of the Club and its members.

(E) To reconstruct improvements after casualty and to make further improvements of the Community.

(F) To make, establish, amend and enforce reasonable rules and regulations governing the use of the 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 Community, if they are intended to provide enjoyment, recreation, or other use or benefit to the members.

(J) To borrow or raise money for any purposes of the Club; 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.

(K) To be responsible in perpetuity for maintenance of the Preservation areas (i.e., all preserved, restored, or created wetlands areas and upland buffer zones); and to take action against Lot owners or Neighborhood Associations, if necessary, to enforce the conditions of the permit issued by Southwest Florida Water Management District ("SWFWMD") for the Community.

(L) To be the responsible entity to operate and maintain the stormwater management system as permitted by SWFWMD, including but not limited to, all lakes, retention areas, culverts and related appurtenances.

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 Declaration of Covenants, these Articles of Incorporation and the Bylaws.

#### **ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS:** All owners of Lots and Living Units shall be voting members. membership and voting rights shall be as set forth in Sections 4 and 11 of the Declaration of Covenants, Conditions and Restrictions for the Community, to which these Articles shall be attached as

an Exhibit, and in the Bylaws of the Club.

#### **ARTICLE V**

**TERM:** The term of the Club shall be perpetual. If the Club is dissolved, the property consisting of the Stormwater Management System shall be conveyed to an appropriate agency of local government. If it is not accepted, those properties must be dedicated or conveyed to a similar non-profit corporation to assure continued maintenance in perpetuity.

#### **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 Trustees or by written petition of at least ten percent (10%) of the voting interests, 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.** Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by a majority of the voting interests at any annual or special meeting, provided that notice of any proposed amendment has been given to the members of the Club, and that the notice contains the text of the proposed amendment.

(C) **Effective Date.** An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of the County. The amendment must be recorded with the same formalities as required in Section 9.4 of the Bylaws for an amendment to the Bylaws.

#### **ARTICLE VIII**

##### **TRUSTEES AND OFFICERS:**

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

(B) Trustees of the Club shall be elected by the members in the manner described in the Bylaws. Trustees may be removed and vacancies on the Board of Trustees 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 Trustees 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 Trustee and every officer of the Club against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he is or may become a party by reason of being or having been a Trustee or officer 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 Trustee or officer 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 Trustee or officer derived an improper personal benefit.

(D) Wrongful conduct by Trustees or officers appointed by the Declarant, in a proceeding brought by or 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 Trustees 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 Trustee or officer may be entitled.

### CERTIFICATE

The undersigned, being the duly elected and acting President of Heritage Oaks Golf & Country Club, Inc., a Florida corporation not for profit, hereby certify that the foregoing were duly proposed by at least a majority of the entire membership of the Board of Trustees at a special meeting called for the purpose and held on the 15th day of November, 1996, in accordance with Section 617.1002(1)(b), when there are no members, and that said vote is sufficient for their amendment. The foregoing both amend and restate the Articles of Incorporation, which were originally filed with the Secretary of State on December 28, 1995, in their entirety.

Executed this 10 day of NOVEMBER, 1996.

HERITAGE OAKS GOLF & COUNTRY CLUB, INC.

#### WITNESSES:

Kelly A. Canfield  
Print name: KELLY A. CANFIELD

Shari L. Duncan  
Print Name: SHERI L. DUNCAN

By: [Signature]  
Robert T. Allegra, President  
10491 Six Mile Cypress Pky., Suite 101  
Ft. Myers, FL 33912

#### ATTEST:

\_\_\_\_\_, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF SARASOTA

Subscribed to before me this 10 day of November, 1996, by Robert T. Allegra, President of Heritage Oaks Golf & Country Club, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce \_\_\_\_\_ as identification.



Notarial Seal

Kelly A. Canfield  
Notary Public signature  
Kelly A. Canfield  
Print name of Notary