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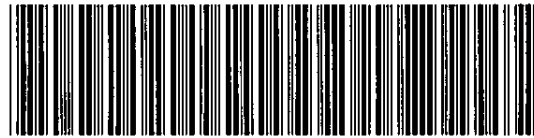
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2014 APR 18 PM 11:34  
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# CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

VENETIAN COVE CLUB, INC.

Signature \_\_\_\_\_

Requested by: BA

04/18/14

Name \_\_\_\_\_

Date \_\_\_\_\_

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- \_\_\_ Art of Inc. File \_\_\_\_\_
- \_\_\_ LTD Partnership File \_\_\_\_\_
- \_\_\_ Foreign Corp. File \_\_\_\_\_
- \_\_\_ L.C. File \_\_\_\_\_
- \_\_\_ Fictitious Name File \_\_\_\_\_
- \_\_\_ Trade/Service Mark \_\_\_\_\_
- \_\_\_ Merger File \_\_\_\_\_
- Art. of Amend. File \_\_\_\_\_
- \_\_\_ RA Resignation \_\_\_\_\_
- \_\_\_ Dissolution / Withdrawal \_\_\_\_\_
- \_\_\_ Annual Report / Reinstatement \_\_\_\_\_
- Cert. Copy \_\_\_\_\_
- \_\_\_ Photo Copy \_\_\_\_\_
- \_\_\_ Certificate of Good Standing \_\_\_\_\_
- \_\_\_ Certificate of Status \_\_\_\_\_
- \_\_\_ Certificate of Fictitious Name \_\_\_\_\_
- \_\_\_ Corp Record Search \_\_\_\_\_
- \_\_\_ Officer Search \_\_\_\_\_
- \_\_\_ Fictitious Search \_\_\_\_\_
- \_\_\_ Fictitious Owner Search \_\_\_\_\_
- \_\_\_ Vehicle Search \_\_\_\_\_
- \_\_\_ Driving Record \_\_\_\_\_
- \_\_\_ UCC 1 or 3 File \_\_\_\_\_
- \_\_\_ UCC 11 Search \_\_\_\_\_
- \_\_\_ UCC 11 Retrieval \_\_\_\_\_
- \_\_\_ Courier \_\_\_\_\_

Prepared by:  
Christopher N. Davies, Esquire  
COHEN & GRIGSBY, P.C.  
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**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.**

**SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
VENETIAN COVE CLUB, INC.**

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Venetian Cove Club, Inc., a Florida corporation not for profit, which was originally incorporated under the name of Venetian Bay, Inc., on April 18, 1974, and which name was changed to Venetian Cove Club, Inc., on April 4, 1977, are hereby 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 corporations's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles 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 Venetian Cove Club, Inc. shall henceforth be as follows:

**ARTICLE I**

**NAME:** The name of the corporation, herein called the "Association," is Venetian Cove Club, Inc., and its address is 3500 Gulf Shore Boulevard North, Naples, Florida 34103.

**ARTICLE II**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Venetian Cove, a Condominium, located in Collier County, Florida. The Association is organized and shall exist on a non-stock basis as a Florida corporation not for profit, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. 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 Florida law, except as limited or modified by these Articles, the Declaration of Condominium, the Bylaws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to said Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

- (B) To protect, maintain, repair, replace and operate the condominium property.
- (C) To purchase insurance upon the condominium property and association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To borrow money if necessary to perform its other functions hereunder.

All funds and the title to all properties acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

The Association shall have no power to purchase a unit of the Condominium except at sales in foreclosure of liens for assessments for common expenses at which sales the Association shall bid no more than the amount secured by its liens. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the Condominium.

### ARTICLE III

#### MEMBERSHIP:

- (A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

- (C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

#### ARTICLE IV

**TERM:** The term of the Association shall be perpetual.

#### ARTICLE V

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

#### ARTICLE VI

##### **DIRECTORS AND OFFICERS:**

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws but not less than five (5) Directors.
- (B) Directors of the Association shall be elected by 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.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

#### 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 Board or by written petition, signed by at least one-fourth (1/4) of the voting interests.
- (B) **Procedure.** Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) **Vote Required.** Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least seventy-five percent (75%) of the voting interests then present in person or by proxy and voting at any annual or special meeting, provided that at least fourteen (14) days notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.

- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

#### ARTICLE VIII

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer and volunteer of the Association against all expenses and liabilities, including attorney's fees and paraprofessional fees at trial and upon appeal, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) whether civil, criminal, administrative or investigative to which he may be a party because of his being or having been a Director, officer or volunteer of the Association. 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 Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the person seeking indemnification 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 person seeking indemnification derived an improper personal benefit.
- (D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

CERTIFICATE

The undersigned, being the duly elected and acting President of Venetian Cove Club, Inc., a Florida corporation not for profit, on behalf of the corporation, hereby certifies that the foregoing were duly proposed by at least a majority of the entire membership of the Board of Directors at a Special Meeting called for the purpose and held on the 6<sup>th</sup> day of December, 2011. The undersigned further certify that the foregoing were approved by at least seventy-five percent (75%) of the voting interests present, in person or by proxy, at a Special Meeting called for the purpose and held on the 6<sup>th</sup> day of December, 2011, after due notice, in accordance with the requirements of the Amended and Restated Articles of Incorporation for their amendment, and that said vote is sufficient for their amendment. The foregoing both amend and restate the Amended and Restated Articles of Incorporation in their entirety.

Executed this 16<sup>th</sup> day of April, 2014.

[Signature]  
Witness  
Printed Name: EDWARD CINCOTTA

VENETIAN COVE CLUB, INC.  
By: [Signature]  
John Lifland, President

[Signature]  
Witness  
Printed Name: KAREN DELBY ANGELBERG

STATE OF FLORIDA     )  
  )  
COUNTY OF COLLIER    )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2014, by, John Lifland, President of Venetian Cove Club, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

[Signature]  
Notary Public  
GLENN LADIC  
Printed Name

My Commission Expires:

