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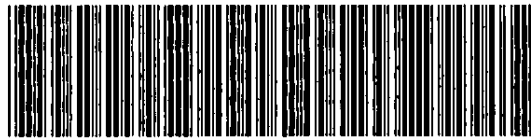
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*Amended
&
Restated
Art.*

D. CONNELL MAR 25 2010

**BECKER &
POLIAKOFF**

Six Mile Corporate Park
12140 Carissa Commerce Court, Suite 200
Fort Myers, Florida 33966
Phone: (239) 433-7707 Fax: (239) 433-5933

999 Vanderbilt Beach Road, Suite 501
Naples, Florida 34108
Phone: (239) 552-3200 Fax: (239) 514-2146

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FORT LAUDERDALE, FL 33312
954-987-7550

WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

March 22, 2010

Reply To:
Fort Myers
JAdams@becker-poliakoff.com

Florida Department of State
Division of Corporations
Corporate Filings
Post Office Box 6327
Tallahassee, FL 32314

Re: The Forest Property Owners' Association, Inc.

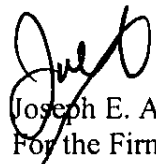
To Whom It May Concern:

Enclosed please find Articles of Amended and Restated Articles of Incorporation for the above-referenced Corporation along with check number 506 in the amount of \$35.00 to cover the cost of filing.

Please return a copy of the filed document to my attention. An extra copy of the document is enclosed herewith for your use.

Thank you for your attention to this matter.

Very truly yours,


Joseph E. Adams
For the Firm

JEA/sdc
Enclosures (as stated)
ACTIVE: 2916931_1

FLORIDA OFFICES
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FORT WALTON BEACH
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NEW JERSEY
NEW YORK CITY
PARIS *
PRAGUE
TEL AVIV *

* by appointment only

**ARTICLES OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

Pursuant to the provision 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 The Forest Property Owners' 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 14th day of March 2010.

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

WITNESSES:
(TWO)

THE FOREST PROPERTY OWNERS'
ASSOCIATION, INC.

David E. Dumber
Signature
DAVID E. DUMBER
Printed Name

BY: David Fullen
David Fullen, President

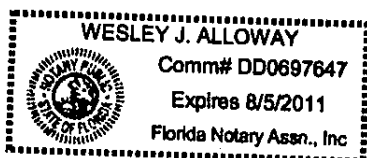
Date: 3/19/2010

Robert K. Thomas
Signature
ROBERT K. THOMAS
Printed Name

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEE) SS:

The foregoing instrument was acknowledged before me this 19TH day of MARCH, 2010 by David Fullen as President of The Forest Property Owners' Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.



Dr. J. Alloway
Notary Public

Printed Name

My commission expires: _____

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

THE FOREST PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned corporation, pursuant to Chapter 617 of the laws of the State of Florida, hereby adopts the following Amended and Restated Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation is THE FOREST PROPERTY OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws" or "Bylaws".

ARTICLE 2
PURPOSES

The general nature, objects, and purposes of this corporation shall include, but not be limited to:

(a) Enforce the maintenance and preservation of the drainage and surface water management system serving The Forest to the extent provided in permits of record and to levy assessments and to collect same for the purpose of providing funds with which to continue the operation, enforcement and maintenance of the drainage and surface water management system;

(b) Operate, manage and maintain the Common Areas of the Association;

(c) Provide for access control and privacy control for The Forest;

(d) Maintain various roadways, streets and sidewalks within The Forest;

(e) Maintain certain street lighting within The Forest;

(f) Provide landscaping and irrigation with respect to certain areas;

(g) Operate, manage and maintain the parcel of land commonly known as "Ruthie's Park";

(h) Provide architectural/building/improvement review or control and enforcement of covenants to the extent provided in the various Deeds of Restrictions governing the several Subdivisions and properties within The Forest;

(i) Enter into agreements for cost sharing and other mutually beneficial agreements with other parties who may utilize properties within the jurisdiction of the Association, including

but not limited to the owner of the "Forest Sales Office", any entity or entities providing utilities to The Forest, and The Forest Country Club, Inc.; and

(j) Serve such other purposes generally appropriate for corporations not for profit or homeowners' associations under the laws of Florida or as may be further provided in these Articles, the Bylaws, the various Deeds of Restrictions, Declarations of Covenants, or Declarations of Condominium applicable to various properties within The Forest.

ARTICLE 3 POWERS

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

3.1 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, the By-Laws or Florida Statutes Chapters 617 and 720, as applicable.

3.2 Enumeration. The Association shall have all of the powers and duties set forth in the Florida Statutes Chapters 617 and 720, as applicable, and all of the powers and duties reasonably necessary to operate the Community as more particularly described elsewhere in these Articles, in the By-Laws, or in the various Deeds of Restrictions, Declarations of Covenants, or Declarations of Condominium applicable to various properties within The Forest, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Lot Owners, Parcel Owners or Unit Owners and to use the proceeds thereof in the exercise of its powers and duties (different levels of Assessments may be established for Lots and Condominium Units);

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property and to grant such easements, dedications or licenses as may be appropriate in connection therewith;

(c) To maintain, improve, repair, replace, reconstruct, add to and operate the portions of the Community subject to its jurisdiction, its Common Areas, and other property acquired or leased by the Association;

(d) To purchase insurance upon the Common Areas and insurance for the protection of the Association, its officers, directors, committee members and Members;

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Areas and property subject to the jurisdiction of the Association;

(f) To enforce by legal means the provisions of law, the Deeds of Restrictions and/or Declarations of Covenants and/or Declarations of Condominium (to the extent provided in

the aforementioned), these Articles, the By-Laws, and the Rules and Regulations of the Association;

(g) To contract for the management and maintenance of the Association and to authorize a management agent or employee to assist the Association in carrying out its powers and duties; and

(h) To employ personnel to perform the services required for the proper operation of the Association;

3.3 Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provision of these Articles and the By-Laws.

3.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, directors or officers, except as permitted by law, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or public agency or as otherwise authorized by the Florida Not-For-Profit Corporation Act (Florida Statutes Chapter 617).

ARTICLE 4 MEMBERS

4.1 Membership. The Members of the Association shall consist of all of the record title Owners of Lots, Parcels or Condominium Units in The Forest. "The Forest", which may also be interchangeably referred to as "Community" consists of the following lands:

(a) Lands described in Plat Book 33, Pages 85 – 88, of the Public Records of Lee County, Florida (The Forest Unit One), and as described in The Forest Deed of Restrictions, Unit One, recorded at O.R. Book 1431, Page 664 *et seq.*, of the Public Records of Lee County, Florida, as amended;

(b) Lands described in Plat Book 34, Pages 20 – 22, of the Public Records of Lee County, Florida (The Forest Unit Two), and as described in the Deed of Restrictions, The Forest, Unit Two, a Subdivision, recorded at O.R. Book 1522, Page 1328 *et seq.*, of the Public Records of Lee County, Florida, as amended;

(c) Lands described in Plat Book 35, Pages 37 – 37, of the Public Records of Lee County, Florida (The Forest Unit Three), and as described in the Deed of Restrictions, The Forest, Unit III, a Subdivision, recorded at O.R. Book 1642, Page 1206 *et seq.*, of the Public Records of Lee County, Florida, as amended;

(d) Lands described in Plat Book 37, Pages 51 – 55, of the Public Records of Lee County, Florida (The Oaks Unit One), and as described in the Deed of Restrictions, The Forest Oaks, a Subdivision, recorded at O.R. Book 1845, Page 1416 *et seq.*, of the Public Records of Lee County, Florida, as amended;

(e) Dove Hollow Condominium as described in the Declaration of Condominium thereof, recorded at O.R. Book 1569, Page 2023 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(f) Dove's Nest Condominium as described in the Declaration of Condominium thereof, recorded at O.R. Book 1701, Page 283 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(g) Eagle's Landing as described in the Declaration of Covenants and Restrictions thereof, recorded at O.R. Book 1752, Page 2437 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(h) Falcon Crest as described in the Declaration of Covenants and Restrictions thereof, recorded at O.R. Book 2890, Page 2741 *et seq.*, of the Public Records of Lee County, Florida, and as amended. The property encompassed by the Declaration of Covenants and Restrictions is further described at Plat Book 61, Page 17 - 18, and Plat Book 65, Page 96 - 97 of the Lee County Public Records;

(i) Fairway Woods at the Forest, A Condominium, Section I, as described in the Declaration of Condominium thereof, recorded at O.R. Book 1866, Page 644 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(j) Fairway Woods at the Forest, A Condominium, Section II, as described in the Declaration of Condominium thereof, recorded at O.R. Book 2003, Page 3510 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(k) The Heron Coach Houses, A Condominium as described in the Declaration of Condominium thereof, recorded at O.R. Book 2140, Page 1798 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(l) The Heron Coach House Villas, A Condominium as described in the Declaration of Condominium thereof, recorded at O.R. Book 2598, Page 1694 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(m) Partridge Court Condominium as described in the Declaration of Condominium thereof, recorded at O.R. Book 1544, Page 228 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(n) Partridge Place Condominium as described in the Declaration of Condominium thereof, recorded at O.R. Book 1488, Page 372 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(o) Pheasant Court Villas as described in the Deed of Restrictions thereof, recorded at O.R. Book 1453, Page 1657 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(p) Quail Cove Condominium as described in the Declaration of Condominium thereof, recorded at O.R. Book 1606, Page 1563 *et seq.*, of the Public Records of Lee County, Florida, and as amended;

(q) Sparrowood, A Condominium as described in the Declaration of Condominium thereof, recorded at O.R. Book 1741, Page 1403 *et seq.*, of the Public Records of Lee County, Florida, and as amended; and

(r) Water's Edge, A Condominium as described in the Declaration of Condominium thereof, recorded at O.R. Book 1725, Page 1848 *et seq.*, of the Public Records of Lee County, Florida, and as amended.

4.2 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 Lot, Parcel or Unit which that share is held.

4.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Lot, Parcel or Unit, which vote shall be exercised or cast in the manner provided by the By-Laws.

4.4 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 5 TERMS OF EXISTENCE

The Association shall have perpetual existence. However, if the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government. If this is not accepted, then the surface water management system will be dedicated to a similar non-profit corporation.

ARTICLE 6 OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

ARTICLE 7 DIRECTORS

7.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors specified in the By-Laws.

7.2 Duties and Power. All of the duties and powers of the Association existing under the law, the Deeds of Restrictions and/or Declarations of Condominium (as applicable), these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

7.3 Election; Removal. Directors of the Association shall be elected or selected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnity. The Association shall 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 he is or was a director, committee member, 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 him 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 he did not act in good faith or in a manner he reasonably believed to be not in, or 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 (b) 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 a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

8.2 Expenses. To the extent that 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 in Section 8.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.3 Advances. 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, employee or agent to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article 8.

8.4 Miscellaneous. 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 By-Laws, 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.

8.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is 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 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 power to indemnify him against such liability under the provisions of this Article.

8.6 Amendment. Anything, to the contrary herein notwithstanding, the provisions of this Article 8 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 9 BY-LAWS

The By-Laws of the Association have been adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors.

ARTICLE 10 AMENDMENTS

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

10.1 Notice. Notice of a proposed amendment shall be included in: (a) Notice of Proposed Member Action Without a Meeting pursuant to Florida Statutes Section 617.0701, or (b) in a notice of any meeting at which the proposed amendment is to be conducted and shall be otherwise given in the time and manner provided in Chapter 617 and Chapter 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

10.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Association. Members' approval may be expressed by written consent pursuant to Florida Statutes Section 617.0101. Directors and Members not present in person or by proxy at any meeting considering the amendment may express their approval in writing, providing the approval delivered to the Secretary at or prior to the meeting. The approvals must be by a vote of two-thirds (2/3^{rds}) of the Members of the Association (one vote per Lot, Parcel or Unit) present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3^{rds}) of the entire Membership.

10.3 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Lee County, Florida.

ARTICLE 11
OFFICE AND STREET ADDRESS

The office and street address of the corporation is 5990 Forest Boulevard, Fort Myers, Florida 33908.

ARTICLE 12
DISTRIBUTION OF ASSETS UPON DISSOLUTION

No person, firm or corporation shall ever receive any dividends or profits from the undertaking of this corporation and in the event of dissolution or final liquidation of this organization, all of its assets remaining after the payment of all costs and expenses of such dissolution or final liquidation, both real and personal, shall be dedicated to an appropriate public agency or utility to be devoted to the purposes as nearly as practicable to the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets be granted, conveyed and assigned to any non profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the corporation. No such disposition of corporation properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Forest unless made in accordance with the provisions of such covenants and deeds.

ARTICLE 13
REGISTERED AGENT

The registered agent of the corporation shall be as determined from time to time by the Board of Directors. The current Registered Agent is Becker & Poliakoff, P.A., Attention: Joseph E. Adams, Attorney, 12140 Carissa Commerce Court, Suite 200, Fort Myers, Florida 33966.

ARTICLE 14
SUBSCRIBER *[For Historical Reference Only]*

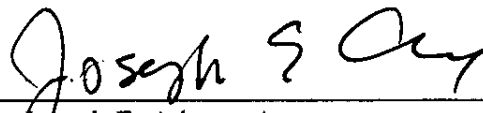
The names and addresses of the original subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
David W. Swor	3644 Liberty Square Heritage Farms Fort Myers, Florida 33908
John Santini	5524 Amoroso Drive Fort Myers, Florida 33907
James F. Garner	3597 Heritage Lane Heritage Farms Fort Myers, Florida 33908

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

I, having been named as registered agent and to accept service of process for THE FOREST PROPERTY OWNERS' ASSOCIATION, INC., hereby accept my appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of any duties and I am familiar with and accept the obligations of my position as registered agent.

BECKER & POLIAKOFF, P.A.


By: Joseph E. Adams, Attorney
Date: 03/22/10

ACTIVE: 2680650_7