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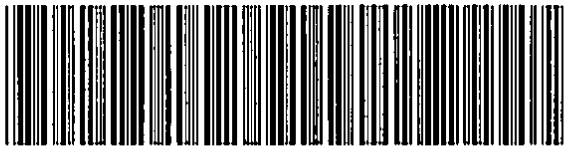
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Amended & Restated Articles

FILED
2021 MAY 17 PM 12 02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JUN 29 2021

A RAMSEY

FILED
2021 MAY 17 PM 12 02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDED AND RESTATED ARTICLES OF INCORPORATION

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

FIRST: The name of the corporation is Cascades at Estero Residents' 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 16th day of March 2021.

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

WITNESSES:
(TWO)

Signature
Hannah Morris
Printed Name

Signature
Nanett M Haggenjos
Printed Name

CASCADES AT ESTERO RESIDENTS' ASSOCIATION, INC.

BY: John Butcher
John Butcher, President

Date: 3/23/21

(CORPORATE SEAL)

STATE OF Florida)
) SS: Estero
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23rd day of March 2021, by John Butcher as President of Cascades at Estero Residents' Association, Inc. a Florida Corporation, on behalf of the corporation. He is ☑ personally known to me or ☐ has produced _____ (type of identification) as identification.

PETA SLOAN
Notary Public - State of Florida
Commission # HH 088913
My Comm. Expires Feb 3, 2025
Bonded through National Notary Assn.

Notary Public

PETA SLOAN
Printed Name

My commission expires: Feb 3rd 2025

LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CASCADES AT ESTERO RESIDENTS' ASSOCIATION, INC.

These are the Amended and Restated Articles of Incorporation of Cascades at Estero Residents' Association, Inc., originally filed with the Florida Department of State on the 7th day of April 2003, under Charter Number N03000002942. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2020).

For historical reference, the street address of the initial principal office and initial mailing address was 7777 Glades Road, Suite 410, Boca Raton, Florida 33434. The name and street address of the original incorporator was Alfred G. West, 7777 Glades Road, Suite 410, Boca Raton, Florida 33434. The street address of the initial registered office was 7777 Glades Road, Suite 410, Boca Raton, Florida 33434 and the name of the initial registered agent was Alfred G. West. The name and address of the current registered office is Becker & Poliakoff, P.A., 12140 Carissa Commerce Court, Suite 200, Fort Myers, Florida 33912. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. **NAME.** The name of the corporation is CASCADES AT ESTERO RESIDENTS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Restrictions and Protective Covenants as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. **PURPOSE.** The purpose for which the Association is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including but not limited to the power to operate, administer, and manage the Common Areas in Cascades at Estero in accordance with the Declaration and other Governing Documents, and to provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Lots in Cascades at Estero.

2.1 **Definitions.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Restrictions and Protective Covenants for Cascades at Estero, recorded in Official Records Book 3706, at Page 4023 et seq., of the Public Records of Lee County, Florida, and as subsequently amended (the "Declaration"), and as provided in the Act (as defined in the Declaration), unless herein provided to the contrary, or unless the context otherwise requires.

3. **POWERS.** The powers of the Association shall include 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 the Declaration, these Articles or the Bylaws.

3.2 **Enumeration.** The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be

limited by the Declaration, the Articles, and the Bylaws (all as they may be amended from time to time), including but not limited to the following:

3.2.1 To make and collect Assessments and other Charges against Members as Owners of Lots within Cascades at Estero, and to use the proceeds thereof in the exercise of its powers and duties.

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

3.2.3 To maintain, repair, replace, reconstruct, add to, alter, improve, and operate the Common Areas and other property acquired or leased by the Association for use by the Owners.

3.2.4 To purchase insurance upon the Association's property and insurance for the protection of the Association, and its Officers, Directors, and other persons or entities deemed beneficial and appropriate by the Association.

3.2.5 To make and amend the Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Lots, the Living Units thereon, and the Common Areas, and to make and amend Rules, Policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

3.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Lots, as may be provided by the Declaration.

3.2.7 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the enacted policies of the Association.

3.2.8 To contract for the management of the Association and any facilities used by the Owners, and to delegate in writing to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specifically non-delegable approval of the Board of Directors or the membership of the Association.

3.2.9 To employ personnel to perform the services required for proper operation of the Association.

3.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights.

3.2.11 To have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein. The Common Areas deeded to the Association by the Developer cannot be mortgaged or conveyed without the affirmative vote of at least two-thirds (2/3) of the Voting Interests. The Board shall have the authority to pledge other collateral as security for the loans.

3.2.12 To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, the buildings and improvements of any type, including, but not limited to, walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

3.3 Association 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 Declaration, these Articles and the Bylaws.

3.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers, or Family members thereof.

3.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

3.6 Term 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 dedicated to a similar non-profit corporation.

4. MEMBERS AND VOTING. The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

4.1 Members. The membership of the Association shall be comprised of the Owner Members. The Owner of every Lot shall become an Owner Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Lot. Each such Owner shall notify the Association of said recordation within fifteen (15) days thereof and shall transmit to the Association true copies of such instrument.

4.2 Voting Rights. Owner Members shall possess one (1) vote per Lot owned by such Member.

4.3 Each Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of the Governing Documents.

5. DIRECTORS AND OFFICERS.

5.1 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 at least three (3) Directors.

5.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, the Bylaws, and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board may appoint and remove Officers as provided in the Bylaws and by law.

5.3 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.

6. BYLAWS. The Bylaws of this corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

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

7.1 Proposal of Amendments. An amendment may be proposed by a majority vote of the Board or by twenty-five percent (25%) of the entire Voting Interests.

7.2 Adoption. An amendment so proposed may be adopted by a vote of at least two-thirds (2/3) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained. 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.

7.3 Notification. The Board shall notify Owner Members of the results of the vote on any proposed amendment, as required by the Act.

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

8. INDEMNIFICATION.

8.1 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 or she is or was a Director, Officer, or Committee member 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 or her 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 or she did not act in good faith or in a manner they 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 they had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. 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.

8.2 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 Article 8.1 above, or in defense of any claim, issue, or matter therein, he

or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

8.3 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 or she is not entitled to be indemnified by the Association as authorized by this Article 8. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he or she 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 they had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

8.4 Miscellaneous. The indemnification provided by this Article 8 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.

8.5 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 or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the duty to indemnify him or her against such liability under the provisions of this Article.

9. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Voting Interests. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.