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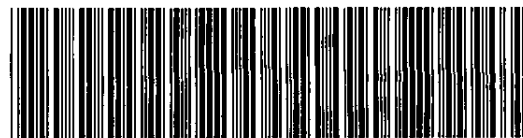
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*Amend & Rest.*  
C.COULLIETTE

NOV 08 2010

EXAMINER

Hatchers Preserve Homeowners Association, Inc.

750 South Fifth Street Immokalee, FL 34142 239-651-5545

November 1, 2010

Florida Department of State  
Corporations Division  
PO Box 6327  
Tallahassee, FL 32314

Dear Sir or Madam:

Enclosed, please find a copy of our Amended and Restated Articles of Incorporation for Hatchers Preserve Homeowners Association, Inc. along with a check for filing them and for a certified copy. I have enclosed an envelope for the certified copy.

Please contact me at 239-658-3315 if you have any questions.

Thank you.

Sincerely,



Dorothy Cook  
President

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

**HATCHERS PRESERVE HOMEOWNERS ASSOCIATION, INC.**  
**(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
10 NOV - 4 AM 11:01

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Pursuant to the provisions of Section 617.1006, Florida statutes, this Florida not-for-profit corporation hereby amends and restates its Articles of Incorporation, in their entirety.

The following amended and restated articles of incorporation were adopted by the Members effective as of October 25, 2010 and the number of votes cast for these Amended and Restated Articles of Incorporation was sufficient for approval.

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The undersigned hereby executes and submits these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes. Terms which are used as defined terms herein without definition shall have the meaning ascribed to such terms in the Declaration of Covenants, Conditions and Restrictions for Hachers Preserve (the "Declaration") to be recorded in the Public Records of Collier County, Florida.

**ARTICLE I**  
**Corporate Name**

1.1 Name. The name of this corporation is HATCHERS PRESERVE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

**ARTICLE II**  
**Address**

2.1 Address/Principal Office. The initial mailing address of the Association shall be 750 South Fifth Street, Immokalee, FL 34142. The principal office of the Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Association from time to time.

**ARTICLE III**  
**Purpose and Powers**

3.1 Purpose. The specific purposes for which the Association is organized are to provide for maintenance, preservation and architectural control of the Lots, Common Areas and improvements according to the Declaration within the Property described in the Declaration, and to promote the health,

safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose. This Association does not contemplate pecuniary gain or profit to the Members thereof and shall make no distribution of income to its Members, directors or officers. The activities of the Association will be financed by assessments against Members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any member.

3.2 Powers. The Association shall have all of the powers reasonably necessary to exercise its rights and implement its purposes including, without limitation, the following:

(a) To exercise all of the common law and statutory powers of a corporation not-for-profit organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles or the Bylaws of the Association.

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Property, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth in its entirety.

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of Association, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To acquire (by gift, purchase or otherwise), own, hold, improve, lease, maintain, repair, replace, add to or operate the Common Areas or other property of the Association, including without limitation, entry medians, parking areas, front entrances and perimeter, street lighting and surface water management systems as permitted by the South Florida Water Management District or any other governmental agency;

(e) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members;

(f) To reconstruct improvements after casualty and make further improvements upon the Property described in the Declaration;

(g) To enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted pursuant thereto;

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

(i) To buy, own, operate, lease and sell, both real and personal property;

(j) To maintain, repair, replace, reconstruct, add to and operate the Common Areas, and portions of the Property as set forth in the Declaration;

(k) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Areas, Lots and Dwelling Units and for the health, comfort, safety and welfare of the Members as provided in the Declaration;

- (l) To sue and be sued;
- (m) To contract for services necessary to operate and maintain the surface/stormwater management system and other property (tracts and easements) dedicated to the Association, and any corresponding infrastructure;
- (n) To maintain and operate any roads and streets, sewer and/or potable water facilities and the surface/stormwater management system and related appurtenances, including, but not limited to, all lakes, retention areas, swales, culverts and drainage structures in accordance with any permit issued by the South Florida Water Management District, or its successor;
- (o) Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of the Members, mortgage, pledge, convey by deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (p) Dedicate, sell or transfer all or any part of the Common Areas to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective without the approval of two-thirds (2/3) of the Members agreeing to such dedication, sale or transfer, however, this provision does not apply until turnover of control of the Association to Members other than Declarant; and
- (q) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property or Common Areas, provided that any merger or consolidation shall have the assent by vote or written instrument of two-third (2/3) of the Members.

#### **ARTICLE IV**

##### **Membership**

4.1 Qualification. The Members of the Association shall consist of all Owners of Lots in the Property, as further defined in the Declaration and the Bylaws, and no other persons or entities shall be entitled to membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association. If more than one person holds an interest in any Lot, all such persons shall be Members; provided however, that only one vote shall be cast with respect to any one Lot.

4.2 Change of Membership. Change of membership shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument transferring title, and by the delivery to the Association of a copy of such instrument.

4.3 Assignment of Membership Rights. 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 the Member's fee simple interest in a Lot.

4.4 Voting. The Members shall be entitled to the number of votes in Association matters as set forth in the Declaration and Bylaws. The manner of exercising voting rights shall be as set forth in the Declaration and Bylaws.

**ARTICLE V**  
**Term/Dissolution/Liability**

5.1 Term. The period of duration of the Association shall be perpetual.

5.2 Dissolution. The Association may be dissolved upon written assent signed by Members holding not less than one hundred percent (100%) of the total number of votes of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association (including, without limitation, the surface water management system) shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization to be devoted to such similar purposes.

5.3 Liability. Neither the Members nor the officers or the directors of the Association shall be liable for the debts of the Association.

**ARTICLE VI**  
**Board of Directors**

6.1 Appointment by Declarant. All directors shall be appointed by Declarant until turnover of control of the Association to Members other than Declarant.

6.2 Number of Directors. The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than four three (3) Directors, and in the absence of such determination, shall consist of four (4) Directors.

6.3 Initial Board. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successor are:

<u>Name</u>	<u>Address</u>
Dorothy Cook	750 South Fifth Street Immokalee, FL 34142
Edward Olesky	750 South Fifth Street Immokalee, FL 34142
Maria Adame	750 South Fifth Street Immokalee, FL 34142
Ana Salazar	750 South Fifth Street Immokalee, FL 34142

6.4 Election by Owners. Upon turnover of control of the Association to Members other than Declarant, all directors shall be elected by the Owners 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.

## **ARTICLE VII**

### **Officers**

7.1 Generally. The affairs of the Association shall be administered by a President, a Vice-President, a Secretary and a Treasurer and such other Officers as may be designated from time to time in the Bylaws. The Officers shall be elected or designated by the Board of Directors at its first meeting following the annual meeting of the Members of the Association.

7.2 Initial Officers. The names and addresses of the Officers who shall serve until their successors are elected or designated by the Board of Directors are as follows:

<u>Name</u>	<u>Office</u>
Dorothy Cook	President
Edward R. Olesky	Vice President
Maria Adame	Secretary
Ana Salazar	Treasurer

7.3 Election of Officers. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board.

## **ARTICLE VIII**

### **Bylaws**

8.1 Adoption. The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration.

## **ARTICLE IX**

### **Amendments**

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

(a) Until election of a majority of the Board of Directors by Members other than Declarant, Declarant shall have the unilateral right to amend these Articles; provided, however, that the Federal Housing Administration or the Veterans Administration shall have the right to veto any amendment proposed by Declarant.

(b) After election of a majority of the Board of Directors by Members other than Declarant, amendments to these Articles may be proposed either by a majority of the whole Board or by a petition signed by voting members representing at least thirty percent (30%) of the voting interests of the Association. Once so proposed, the amendments shall be submitted to a vote of the Members no later than the next annual meeting for which proper notice can be given.

(c) After election of a majority of the Board of Directors by Members other than Declarant, these Articles may be amended by a vote of two-thirds (2/3) of the Members present and voting at a special or annual meeting at which a quorum has been established. Any such amendment may also be approved in writing by two-thirds (2/3) of the voting interests without a meeting. Notice of any proposed amendment must be given to the Members, and the notice must contain the text of the proposed amendment.

(d) Any proposed amendment to these Articles, which would affect the surface water management system (including environmental conservation areas and the water management portions of the Common Areas), must be submitted to the South Florida Water Management District or its successors for a determination of whether the amendment necessitates a modification of the surface water management permit.

(e) 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 X**

### **Indemnification**

10.1 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 is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him 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 did not act in good faith or in a manner he 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 he had reasonable cause to believe his conduct was unlawful; and (ii) such court also determines specifically 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 and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to its officers, directors, and committee members as permitted by Florida law.

10.2 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 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith. Assessments may be made by the Association to cover any expenses or other amounts to be paid by the Association in connection with the indemnification provided herein.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a reasonable determination that indemnification of the director, officer, employee, committee member or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting



of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, committee member or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

10.5 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-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or position, or otherwise, and shall continue as to a person who has ceased to be director, officer, employee, committee member or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

10.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, committee member or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, committee member 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.

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

10.8 Definitions. Unless the context otherwise requires, all terms used in these Articles shall have the same meaning as are attributed to them in the Master Declaration and the By-Laws.

## **ARTICLE XI**

### **Incorporator**

11.1 Name and Address. The name and address of the incorporator of these Articles of Incorporation is as follows:

Dorothy Cook  
750 South Fifth Street  
Immokalee, Florida 34142

## **ARTICLE XII**

### **Registered Office and Agent**

12.1 Initial Registered Agent. The street address of the initial registered office of the Association is 750 South Fifth Street, Immokalee, Florida 34142, and the name of the initial registered agent of the Association is Dorothy Cook.

In Witness Whereof, the subscriber has hereunto set his hand and seal this 25<sup>th</sup> day of October, 2010.

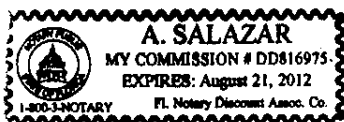
ATTEST:

Dorothy Cook  
Dorothy Cook, President  
Maria Adame  
Maria Adame, Secretary

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2010, by Dorothy Cook, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(Seal)

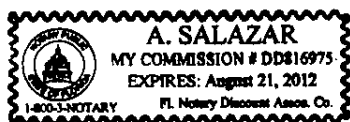


A. Salazar  
Notary Public  
Printed Name: ASALAZAR  
My Commission Expires: 8.21.2012

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2010, by Maria Adame, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

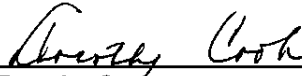
(Seal)



A. Salazar  
Notary Public  
Printed Name: ASALAZAR  
My Commission Expires: 8.21.2012

**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

I, the undersigned person, having been named as Registered Agent to accept service of process for the above-stated corporation at the place designated in this statement, hereby accept the 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 my duties, and I am familiar with and accept the obligations of my position as registered agent.

  
\_\_\_\_\_  
Dorothy Cook,  
Registered Agent