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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
WILDCAT RUN COUNTRY CLUB ASSOCIATION, INC.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2020 APR -8 AM 10:16

THE UNDERSIGNED, being a duly elected and acting officer of Wildcat Run Country Club Association, Inc., a Florida corporation not for profit ("Association"), does hereby certify that:

1. The Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" contain amendments to the Articles of Incorporation requiring approval from the Association's members.
2. The Association's members approved the Amended and Restated Articles of Incorporation at the duly called and noticed Special Members' Meeting held on March 23, 2018, at which a quorum was present.
3. The number of votes cast by the Association's members at the Special Members' Meeting was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and the seal of the corporation.

WILDCAT RUN COUNTRY CLUB  
ASSOCIATION, INC. (SEAL)

[Signature]  
Witness  
Print Name: Laine Rozski

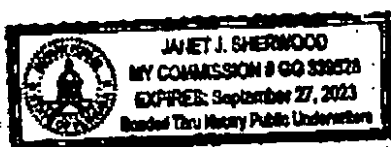
By [Signature]  
Print Name: Richard E. Anderson  
Print Title: Secretary

[Signature]  
Witness  
Print Name: Kristen Yama

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8 day of April, 2020, by ☒ physical presence or ☐ online notarization, by Richard Anderson as Secretary of Wildcat Run Country Club Association, Inc., the corporation described in the foregoing instrument, who is ☒ personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)



[Signature]  
Notary Public, State of Florida  
Janet J. Sherwood  
Printed Name of Notary Public  
Serial Number: GG 339528  
My Commission Expires: 09-27-2023

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
WILDCAT RUN COUNTRY CLUB ASSOCIATION, INC.**

**1.0 NAME & ADDRESS**

This Club is known as WILDCAT RUN COUNTRY CLUB ASSOCIATION, INC. (hereinafter referred to as the "Club"). Its address is 20300 Country Club Drive, Estero, Florida 33928.

**1.1 SUBDIVISION**

The term Subdivision shall be as defined in the Declaration of Covenants and Restrictions for Wildcat Run (the "Declaration").

**2.0 TERM OF EXISTENCE**

The existence of the Club commenced March 20, 1985 and shall continue thereafter in perpetuity.

**3.0 PURPOSE**

This Club is organized for the purpose of owning, maintaining and operating a golf course, tennis courts, fitness center, clubhouse and other facilities (collectively, the "Country Club Facilities"), for the use, benefit, pleasure and recreation of the members of the Club (the "Members"), their families, guests and others permitted to use the Country Club Facilities pursuant to these Articles of Incorporation, the Club's Bylaws and the Club's Rules and Regulations (collectively, the "Membership Documents"). The foregoing will not be construed in any way as limiting its powers but the Club will have and exercise all of the powers conferred upon corporations so formed.

**4.0 CLASSIFICATION OF MEMBERS**

**4.1 SOCIAL MEMBERS**

One Social membership shall be appurtenant to each Lot or Unit in the Subdivision. Social membership will not be issued to persons who do not own a Lot or Unit in the Subdivision.

Social Members have a co-equal right to use and enjoy the General Facilities, which refers to all Country Club Facilities not otherwise specifically designated as Golf Course Facilities. Social members will be permitted to use the Golf Course Facilities including the golf course only upon payment of greens fees, and other golf facility use fees as may be determined by the Board, and then subject to the following limitations:

Social members may play golf at Wildcat as determined in the Board's discretion.

**4.2 GOLF MEMBERS**

Resident golf members must be equity members. Non-Resident golf members admitted on or after May 1, 2018 must be Non-Equity members who will not have any voting rights nor share in any dissolution. The non-equity golf initiation fee shall be non-refundable and non-recallable and such members will be subject to golf and general assessments levied by the Board of Directors. All golf members

have a co-equal right to use and enjoy all of the General Facilities together with a preferential right to use the Golf Course Facilities without the payment of green fees.

#### 4.3 RECALLABLE NON-EQUITY MEMBERS

The Board may issue recallable non-equity memberships ("Non-Equity Memberships") to non-residents of the Subdivision upon payment of an initiation fee and/or annual fees as determined by the Board from time to time. Non-Equity Members shall not have any ownership or voting rights in the Club and such memberships shall be recallable at any time determined by the Board. The terms and conditions for Non-Equity Members shall be as provided in their membership agreements. Except for this authorization to establish Non-Equity Memberships or as expressly set forth in these Articles or the Bylaws, all references to membership in these Articles refer to Social and Golf Memberships.

### 5.0 FACILITIES

#### 5.1 General Facilities

Means and refers to all other Country Club Facilities not otherwise specifically designated as Golf Course Facilities.

#### 5.2 Golf Course Facilities

Means and refers to the 18 hole golf course tract, the practice driving range and practice putting greens all of which are depicted on the Plat; the portion of the men's and women's locker rooms in the "Nineteenth Hole Building" used exclusively for Golf members, together with the first floor (basement) of the Country Club Clubhouse used for golf cart and golf club storage. For the purposes of allocating the value of the Country Club Clubhouse and the "Nineteenth Hole Building" between Social and Golf members, the following applies: for the Clubhouse, the portion of the first floor (basement) used for golf cart and golf club storage shall be considered to be 24% of the fair market value of the whole Clubhouse and allocated exclusively to the Golf members, and for "Nineteenth Hole Building", the portion of the fair market value allocated solely to the Golf members will be the amount of floor space in the men's and women's locker rooms used exclusively for golf activity taken as a percent of the total floor space in the "Nineteenth Hole Building".

### 6.0 APPLICATION PROCESS

6.1 APPLICANTS FOR SOCIAL MEMBERSHIP shall complete and file an information form for account and administrative purposes. Their membership approval is determined as part of the real estate transaction process and will not be subject to Board approval.

6.2 APPLICANTS FOR GOLF MEMBERSHIP will be required to complete and file such application forms, membership purchase agreements and provide supplemental information as may be required by the Board of Directors accompanied by the payment of a fee in the amount prescribed by the Board of Directors.

6.3 FORMS may be different for Golf and Social membership.

6.4 CONSIDERATION OF APPLICATIONS

The Board will consider each application as soon as practicable. Prior to consideration of an Application, the Board may (but need not) solicit the comments of the Members. Each applicant will be notified whether his application has been accepted or rejected as soon as practicable following the deliberations of the Board. If an application is rejected, the Board will not be required to disclose the reason for rejection.

## 7.0 ELIGIBILITY FOR GOLF MEMBERSHIP

Applicant must:

- 7.1 Be (a) individuals, (b) a husband and wife or (c) corporations, partnerships, trusts or other legal entities ("Entity") provided the Entity owns a Lot or Unit in the Subdivision. The member-Entity must designate one individual or husband and wife who occupy the Lot or Unit as the beneficial user of the privileges of membership. The Entity and individual or husband and wife must all be approved by the Club (subject to the standards set forth herein) and all shall be jointly and severally responsible for amounts owed to the Club. The membership may be transferred to the designated user without fee in the event of dissolution of an Entity. An Entity may change the beneficial user of a membership only upon payment to the Club of a fee in the amount determined as if the membership were resigned and resold pursuant to the provisions of these Articles of Incorporation. The ability of an Entity to be a membership sponsor is a convenience to owners of the Lot or Unit comprising that Entity and does not permit multiple use or rotating use of memberships by employees, officers, directors, shareholders, or partners of Entities, or as a method to avoid the resignation and resale provisions of these Articles.
- 7.2 Be of high moral character and reputation and not be a convicted felon;
- 7.3 Be credit-worthy and financially responsible;
- 7.4 Not have been denied membership in or expelled from a club;
- 7.5 Must have such other qualifications and qualities as the Board may determine appropriate.
- 7.6 Membership will not be denied on the basis of any "class" protected by Federal or Florida law.

## 8.0 LIMITATION ON NUMBER OF MEMBERSHIPS

The Club will not at any one time have more than Three Hundred Ten (10 dues paying Golf Memberships of all categories or such other maximum number within a range of Two Hundred Ninety Five (295) and Three Hundred Twenty Five (325) as the Board of Directors may decide from time to time. The number of Social memberships shall be equal to the number of Lots or Units in the Subdivision (450), less the number of Golf Memberships issued to owners of Lots or Units of the Subdivision. The total number of Memberships will exceed 450 from time to time if Memberships are issued to persons who do not own Lots or Units in the Subdivision.

## 9.0 APPORTIONMENT OF AVAILABLE MEMBERSHIPS

Available memberships will be offered, as follows:

### 9.1 PREFERENCES BY STATUS

Applicants for golf membership who own Lots or Units in the Subdivision

("REAL ESTATE MEMBERS") will take priority over Applicants who do not ("NON-REAL ESTATE MEMBERS").

**9.2 APPLICATION DATE PREFERENCE**

Available memberships of a Class will be offered to Applicants for that Class in the same order as the applications are made.

**9.3 OFFER**

The Club will give written notice of an offer for membership by United States mail addressed to the last known address of the Applicant.

**9.4 ACCEPTANCE**

An Applicant may accept membership at any time within fifteen (15) days of the date of the offer by tendering the Initiation Fee. Membership will be deemed to have been offered on the third day next following the date on which the offer is deposited in the United States mail.

**9.5 REJECTION**

An applicant will be deemed to have rejected an offer if he fails to accept as required in 9.4. If an offer is rejected or deemed to have been rejected, the applicant must re-apply in order to be reconsidered.

**10.0 INITIATION FEE**

An Applicant must pay to the Club a one-time equity fee ("INITIATION FEE") in the amount imposed, from time to time, by the Board for Social and Golf Memberships.

**11.0 MEMBER LIABILITY**

It is not intended to hereby make the Members jointly and severally liable for the obligations of the Club. A Member's liability for the obligations of the Club will be limited to the amount of the Dues and Assessments that are assessed to him on or before the date of the termination of his membership in the Club. For these purposes, a sum will be deemed assessed to a Member on the date that the Board determined by resolution to assess the Members and the same is approved by the members, if approval is required by these Articles.

**12.0 TERMINATION OF MEMBERSHIPS**

**12.1 DISCIPLINE UP TO AND INCLUDING TERMINATION BY THE CLUB**

Any member or any family member or guest of such member whose conduct is deemed by the Executive Committee to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its members, may be reprimanded, suspended or expelled from the Club by action of the Board. The Board will be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club or its members and is vested with full discretion in determining level of discipline.

**12.2 Board Action:**

**a. Serious Violations:**

In the event the Board determines a serious violation has occurred, it may take immediate action to suspend a member or the member's family member or guest. In this instance, the Board will notify the member

immediately in writing informing him of the nature of the violation, the immediate suspension and providing the member with the opportunity to be heard by the Board to show cause why such member should not be disciplined. The member will not be entitled to enjoy the privileges of the Club during the period of suspension, including the Appeal period.

**b. Other Violations:**

Under less severe violations, a member shall be notified of any proposed disciplinary action in writing and shall be given an opportunity to be heard by the Board to show cause why such member should not be disciplined. The member shall enjoy all privileges of the Club to which the member is entitled during the period the Board is considering the pending complaint.

**12.3 APPEAL PROCEDURE**

If the member desires to be heard, the member must provide a written request, for a hearing to the Board within ten (10) days after the date the member receives notice of the discipline or proposed discipline. Within thirty (30) days of receipt of the written request for a hearing, the Board shall set a time and date not less than ten (10) days thereafter for such hearing, and provide not less than ten (10) days written notice to the member of the date, time and location of the hearing.

**12.4 DISCIPLINES**

**12.4.1 Reprimand**

The Board may initiate a written reprimand informing the member of the infraction. A copy of the reprimand shall be maintained in the Club file indefinitely. The reprimand shall serve as evidence for any further infractions by the member or the member's family or guests.

**12.4.2 Suspension**

The Board may suspend a member and/or any family member or guest of such member from some or all of the privileges of the Club for a period as determined by the Board. Dues and other obligations will accrue during such suspension and will be paid in full before reinstatement to full privileges.

**12.4.3 Termination**

The Board may, by a two-thirds (2/3) vote of the directors; terminate any member of the Club (other than Social Membership appurtenant to Lots and Units of the Subdivision) for cause deemed sufficient by the Board. Any member of the Club who has been terminated may not again be eligible for membership nor admitted to the Club's property under any circumstances. A terminated member will be notified by registered certified mail, and the member will have the obligation to surrender his or her membership certificate. A terminated member will forfeit all rights and privileges of membership.

**13.0 RESTRICTIONS ON TRANSFERABILITY**

**13.1 SALE OF A LOT OR UNIT**

Real Estate Members must transfer their Social membership which is appurtenant to their Lot or Unit upon sale to the new owner of that Lot or Unit. The new owner of the Lot or Unit, if not transferring ownership to another lot or unit within Wildcat Run, shall pay to the Club the initiation fee then charged for a social membership.

**13.2 DEATH or DIVORCE**

The membership shall pass, upon the death of a Real Estate Member, to the heir, who inherits the Lot or Unit in the Subdivision. Membership will pass, upon the death of a Non-Real Estate Member, to his surviving spouse or heir. If the surviving spouse or heir does not desire a Golf membership and so notifies the Club within sixty (60) days of the date of the member's death, the Golf membership will be terminated on the date of notification.

In the event members whose memberships are issued in the name of both spouses are legally separated or divorced, title to the membership, including all rights and benefits given to the holder thereof, shall vest in the spouse awarded the Lot or Unit in the Subdivision (or in the event a Non-Real Estate Member, the spouse awarded the membership) by binding separation agreement or court decree. The Club may require that only one spouse be eligible to use the Club Facilities once cohabitation ceases. In this event, both spouses shall designate to the Club the spouse permitted to use the Country Club Facilities until the separation agreement or divorce decree is finalized. Upon the death or divorce of a Real Estate Member, a Social membership must remain appurtenant with the Lot or Unit in the Subdivision.

**14.0 TERMINATION OF MEMBERSHIP**

**14.1 VOLUNTARY TERMINATION BY REAL ESTATE OR NON-REAL ESTATE MEMBER**

All golf memberships can be voluntarily terminated. Upon his voluntary termination, the resigning Real Estate or Non-Real Estate Member shall return his membership to the Club for repurchase at such time as the Club accepts a new member designated by the Board as a replacement for such resigning member.

**15.0 PAYMENT RELATED TO VOLUNTARY TERMINATED MEMBERSHIPS**

**15.1 REAL ESTATE MEMBER**

A resigning Real Estate Member who purchased the membership prior to May 1, 2005 will be entitled to receive upon resignation and resale of the resigning Real Estate Member's membership an amount equal to the greater of (a) the Initiation Fee paid for Real Estate Member's Golf membership, or (b) ninety percent (90%) of the Initiation Fee charged for a Golf membership on the date the Golf membership is reissued by the Club. Notwithstanding the foregoing, the amount paid to a resigned member shall not be greater than the amount of the Initiation Fee paid by the incoming member. A resigning Real Estate Member who purchased the membership on or after May 1, 2005 based upon sixty percent (60%) equity will receive an amount equal to sixty percent (60%) of the Initiation Fee charged for a Golf membership on the date the Golf membership is reissued by the Club. A resigning Real Estate Member who purchased the membership from the Club based upon fifty percent (50%) equity will receive an amount equal to fifty percent (50%) of the Initiation Fee charged for a Golf membership on the



date the Golf membership is reissued by the Club.

**15.2 NON-REAL ESTATE MEMBER**

Upon resignation and resale of a resigned Non-Real Estate member's membership, a terminated Non-Real Estate member who purchased the membership based upon ninety percent (90%) equity prior to May 1, 2005 shall be entitled to receive an amount equal to the greater of (a) the initiation fee originally paid by the terminated member, or (b) ninety percent (90%) of the initiation fee charged for that category of membership on the effective date the Golf Membership is reissued by the Club. Notwithstanding the foregoing, the amount paid to a resigned member shall not be greater than the amount of the Initiation Fee paid by the incoming member.

The terminated Non-Real Estate member who purchased the membership from the Club based upon sixty percent (60%) equity shall only be entitled to receive an amount equal to sixty percent (60%) of the initiation fee charged for that category of membership on the effective date the Golf Membership is reissued by the Club. The terminated Non-Real Estate member who purchased the membership from the Club based upon fifty percent (50%) equity shall only be entitled to receive an amount equal to fifty percent (50%) of the initiation fee charged for that category of membership on the effective date the Golf Membership is reissued by the Club.

**15.3 Repayment to a resigning member** will be made within thirty (30) days after reissue of the resigning member's membership and payment in full of the Initiation Fee by the replacement member. The Club shall be under no obligation to pay such amount to the resigning member until the Club receives in full the Initiation Fee of the new member replacing such resigning member.

**16.0 SALE WITH RETENTION OF MEMBERSHIP**

Notwithstanding anything to the contrary in these Articles of Incorporation, in the event a Real Estate Member sells his or her Lot or Unit in the Subdivision and retains Golf Membership, the amount repaid to the Golf Member upon termination of membership shall be computed as if the member was a Real Estate Member on the date of termination.

**17.0 MEMBERSHIP TRANSFER FEE ACCOUNT**

The Club shall retain the amount paid by an incoming Golf Member, which is not paid to a terminated Golf Member, which will be recorded in the Golf Membership Transfer Fee Account. The Golf Membership Transfer Fee Account shall be a segregated account of the Club and maybe utilized by the Board only to fund golf facilities capital replacements and improvements.

**18.0 SCOPE OF EQUITY MEMBERSHIPS**

The Board shall have the authority to issue memberships based upon an equity arrangement other than 50%, 60% or 90% (and to amend the Articles of Incorporation to reflect any alternative equity arrangement), but in no case shall any new equity arrangement retroactively affect the equity of a member who purchased a Golf Membership based upon 50%, 60% or 90% equity or any other equity percentage as previously approved by the Board.

**19.0 RE-ISSUANCE OF MEMBERSHIPS**

19.1 Voluntarily terminated Golf memberships shall be reissued on a rotating basis with Golf memberships held by the Club, one (1) resigned Golf membership for each two (2) Golf memberships held by the Club. After the sale of all Golf memberships held by the Club, terminated memberships will be reissued in the order resigned.

19.1.1 Notwithstanding the foregoing, and regardless of whether there is a seller's or buyer's waiting list:

- (a) The Club shall have the authority to purchase Golf Equity Memberships from the Terminated Member List; and
- (b) The Board shall have the authority to determine the terms and conditions of any such activity, including the right to limit the number of memberships that may be purchased; and

(c) A Golf Member who is selling his Lot or Unit may arrange for a purchaser his Lot or Unit to acquire his Golf Membership, subject to the following:

(i) The resigning member must be an active member on the date of resale,

(ii) The transfer must occur within thirty (30) days of the closing of the sale of the Lot or Unit,

(iii) The purchaser must make application to the Club and pay the required Initiation Fee then applicable for Golf Membership (less the Initiation Fee for Social Membership, but with the Transfer Fee for Social Membership as described in 13.1. Golf Memberships transferred to the purchaser of the terminated member's Lot or Unit located in or outside the Subdivision shall not be counted in the rotating resale program described in subsection 19.1. (iv) Prepaid dues shall be prorated at the time of closing.

**20.0 AMENDMENTS OF ARTICLES OF INCORPORATION**

These Articles of Incorporation may be amended by the Board with the approval of a majority of the votes cast at a duly scheduled Special or Annual Meeting at which a quorum has been established, provided that notice of the proposed amendment has been given to the Members in accordance with the these Articles.

**21.0 CORRECTIONS**

Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval without need for membership vote.

**22.0 GENDER**

The use of the masculine gender in these Articles of Incorporation is intended to be solely for simplicity of composition and will include both masculine and feminine genders.

**23.0 ELECTION OF DIRECTORS**

The method of election of the Board of Directors is as stated in the Bylaws.

**24.0 CERTIFICATE**

Pursuant to the provisions of Chapter 617, Florida Statutes and as approved by a vote of the Members, these Amended and Restated Articles of Incorporation have been adopted by the membership on March 23, 2018 (Section 23.0 was adopted by the Board of Directors on March 15, 2012 pursuant to its authority set forth in Section 21.0) and shall supersede all prior Articles of Incorporation.

**25.0 CLUB BORROWING**

The Club may not borrow more than an amount equal to 6 months of the total operating dues in the aggregate without approval from a majority of the votes cast at a duly noticed Special or Annual Members' meeting at which a quorum has been established. Regardless of the loan amount, membership approval shall not be required if the Club obtains a loan to finance the cost to: maintain, repair, replace or insure the General Facilities or the Golf Facilities; comply with any local, state or federal law or regulation; or take any other action required for the Board of Directors to discharge its fiduciary duty to the membership. It is the intent of the preceding sentence that membership approval shall not be required if Club borrowing relates to non-discretionary action by the Board of Directors. Notwithstanding anything to the contrary in this Section 25, all capital assessments levied on the members must be approved by the then dues paying members, as set forth in Section 9.5 of the Bylaws.

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