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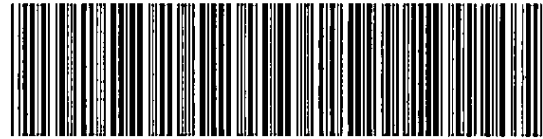
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GOEDE / ADAMCZYK / DEBOEST / CROSS

ATTORNEYS AND PROFESSIONAL COUNSEL

INFO@GADCLAW.COM / WWW.GADCLAW.COM

September 20, 2019

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

Re: Amended and Restated Articles of Incorporation for: Cordova at Spanish Wells
Homeowners Association, Inc.

Dear Sir/Madam:

Enclosed are an original and one copy of the Amended and Restated Articles of Incorporation of Cordova at Spanish Wells Homeowners Association, Inc., along with a check for \$43.75 to cover the filing fee, and fee to obtain a certified copy. Please return the certified copy to our office in the envelope provided.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly,
GOEDE, ADAMCZYK, DEBOEST
& CROSS, PLLC

Jean M. Morningstar
Paralegal to Attorney
Richard D. DeBoest

/jmm

Enclosures as stated

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CORDOVA AT SPANISH WELLS HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned Florida not for profit corporation adopts the following amended and restated articles of incorporation.

FIRST: Amended and Rested Articles adopted:

See attached Exhibit "A" for full text.

SECOND: The date of adoption of the amended and restated Articles was May 15, 2019.

THIRD: Adoption of amended and restated Articles (Check one):

 X The amended and restated Articles were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

 There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the Board of Directors.

CORDOVA AT SPANISH WELLS HOMEOWNERS ASSOCIATION, INC.



Signature of Officer

Jack Hughson
Print Name of Officer

President
Title of Officer

 9/9/19
Date

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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION OF CORDOVA AT SPANISH WELLS HOMEOWNERS ASSOCIATION, INC.

Articles of Incorporation for Valencia at Spanish Wells Homeowners Association, Inc., a Florida not-for-profit corporation, were filed with the Florida Department of State on June 20, 2013, and assigned document number H13000005757. On February 13, 2014, the name "Valencia at Spanish Wells Homeowners Association, Inc." was changed to "Cordova at Spanish Wells Homeowners Association, Inc." by appropriate filings with the Florida Department of State. The Articles of Incorporation for Cordova at Spanish Wells Homeowners Association, Inc. are hereby amended and restated in their entirety.

All amendments included herein have been adopted pursuant to Section 617, Florida Statutes, and there is no discrepancy between the corporation's original Articles of Incorporation as heretofore amended and the provisions of these First Amended and Restated Articles of Incorporation, other than the inclusion of amendments adopted pursuant to Section 617, Florida Statutes, and the omission of matters of historical interest. The First Amended and Restated Articles of Incorporation of Cordova at Spanish Wells Homeowners Association, Inc. shall henceforth be as follows:

ARTICLE I

NAME & ADDRESS. The name of the Association is Cordova at Spanish Wells Homeowners Association, Inc. The principal address of the Association is currently 9001 Highland Woods Blvd, Suite 7, Bonita Springs, FL 34135 and may be changed from time to time, at the discretion of the Board of Directors, without the necessity of amending these Articles of Incorporation.

ARTICLE II

DEFINITIONS: All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Cordova at Spanish Wells (the "Declaration"), as it may be amended from time to time.

PURPOSE AND POWERS. The purpose for which the Association is organized is to provide an entity pursuant to the Florida law for the operation of the Cordova at Spanish Wells subdivision, located in Lee County, Florida.

The Association is organized and shall exist on a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, 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 the laws of the State of Florida, except as expressly limited or modified by these First Amended and Restated Articles of Incorporation (hereinafter "Articles"), the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Cordova at Spanish Wells (hereinafter "Declaration"), the Third Amended and Restated Bylaws of Spanish Wells Community Association, Inc. (hereinafter "Bylaws") or the Florida Homeowners' Association Act; and it shall have all the powers and duties reasonably necessary to operate the subdivision pursuant to said Declaration, as it may hereafter be amended, including, but not limited to, the following:

- (A) To fix, levy, collect, and enforce payment by any lawful means, all charges, assessments, or liens pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes, or governmental charges levied or imposed against the property or the corporation;
- (B) To make, amend, and enforce reasonable rules and regulations governing the use of the parcels and common areas and the operation of the Association;
- (C) To sue and be sued, and to enforce the provisions of the Declaration, the Articles of Incorporation, the Bylaws, and the reasonable rules of the Association;
- (D) To contract for the management and maintenance of the common areas and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;
- (E) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties;
- (F) To negotiate and contract with third parties on behalf of members for services;
- (G) To dedicate, sell, or transfer all or any part of the common areas to any public agency, authority, or utility;
- (H) To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (I) To maintain, repair, replace, and operate the property and business of the Association;
- (J) To provide insurance upon the property of the Association and for its Board of Directors;
- (K) To acquire (by gift, purchase, or otherwise), own, hold, improve, build

upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(L) To grant, modify, or move easements; ~~§ 54~~

(M) To the extent not maintained by the Spanish Wells Community Association, Inc. (the "Master Association"), to operate the Surface Water Management System and Stormwater Management Systems, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and associated buffer areas, and wetland mitigation areas. Moreover, the Surface Water Management System and Stormwater Management System shall be operated, maintained and managed in a manner consistent with the SFWMD's permit requirements and applicable District rules and regulations, and the terms and conditions of the Declaration (including enforcement provisions) which relate to the Surface Water Management System and Stormwater Management System. Additionally, the Association shall levy and collect adequate assessments against Members for the cost of maintenance and operation of the Surface Water Management System and Stormwater Management System.

(N) To exercise any and all powers, rights, and privileges that a corporation organized ~~§ 54~~ under Chapters 617 and 720 of the Florida Statutes may now or hereafter have or exercise, subject always to the Declaration, as amended from time to time.

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

ARTICLE III

MEMBERSHIP.

(A) The members of the Association shall be the record owners of a Parcel in the subdivision 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 a Parcel.

(C) The owners of each Parcel, 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 three (3) Directors, and in the absence of such determination shall consist of 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 a written petition to the Board, signed by at least one-tenth (1/10) of the voting interest of the Association.
- (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. These Articles may be amended if the proposed amendment is approved by an affirmative vote of at least a majority of the voting interests present and voting, in person or by proxy, at a meeting of the Members of the Association, duly called for that purpose, at which at least 20% of the members of the Association are present in person or by proxy.
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Official Records of Lee County, Florida, with the formalities required by the Florida law.

ARTICLE VIII

INDEMNIFICATION.

(A) Indemnity. The Association shall indemnify any Director, Officer or committee member who was or is a party to, 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 service as a Director, Officer, or committee member of the Association, against expenses (including attorney fees and appellate attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding, unless: (1) a Court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued, that such person 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 the person had reasonable cause to believe such conduct was unlawful, and (2) 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 that 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, had reasonable cause to believe that their conduct was unlawful. 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 Directors, Officers, and committee members as permitted by Florida law.

(B) Advances. The Association shall pay any expenses described above upon presentation by the affected Director, Officer, or committee member, as they accrue and in advance of the final disposition of such action, suit, or proceeding, and shall then seek repayment of such amounts if it shall ultimately be determined that the Director, Officer, or committee member is not entitled to be indemnified by the Association.

(C) Miscellaneous. The indemnification provided herein may not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of the 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.^{(1)(b)}

(D) 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 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.

(E) Amendment. Anything to the contrary herein notwithstanding, the

provisions of this Article may not be amended without the approval, in writing, of all persons whose interest would be adversely affected by such amendment.