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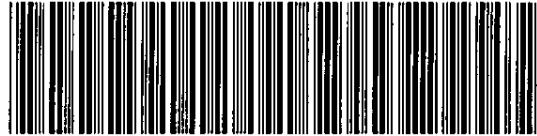
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*Amended &  
Restated*

02/16/10--01020--017 \*\*49.75

FILED  
2010 FEB 16 AM 9:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*ADR  
3/3/10*

*\*00789, 01173, 00671*

**Condo & HOA Law Group, LLC**  
**Attorneys-at-Law**

2030 McGregor Boulevard  
Fort Myers, FL, 33901  
239-333-2992 Telephone  
239-333-2999 Facsimile

February 11, 2010

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

**Re:   *Amended and Restated Articles of Incorporation of  
Island Club at Corkscrew Woodlands Homeowners Association, Inc.***

To Whom It Concerns:

Enclosed are an original and one copy of the Amended and Restated Articles of Incorporation of Island Club at Corkscrew Woodlands Homeowners Association, Inc., along with this firm's check in the amount of \$43.75 to cover the filing fee and certified copy fee. 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,

CONDO & HOA LAW GROUP, LLC

*Richard D. DeBoest, II*

Richard D. DeBoest, II, Esq.  
For the Firm  
Signed electronically to avoid delay.

RDDII:kg  
Enclosures

Amended and Restated

**ARTICLES OF INCORPORATION  
OF**

**ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS ASSOCIATION, INC.**

**FILED**  
2010 FEB 16 AM 9:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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: Amendment(s) adopted:

Amended and Restated Articles of Incorporation.

See attached Exhibit "A" for full text.

SECOND: The date of adoption of the amendments was 1/25 2010.

THIRD: Adoption of Amendment (Check one):

☒ The amended & 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.

ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS ASSOCIATION, INC.

*June Muller*  
Signature of Officer

JUNE MULLER, SECRETARY

Print Name of Officer

**President**

Title of Officer

*Allen B Savage*  
President

# **EXHIBIT I**

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## **ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS ASSOCIATION, INC. (ICHOA)**

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



**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
FOR  
ISLAND CLUB AT CORKSCREW WOODLANDS  
HOMEOWNERS ASSOCIATION, INCORPORATED**

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**NOTARY PUBLIC**

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**ACCEPTANCE OF REGISTERED AGENT**

## **EXHIBIT 1**

AMENDED

### **AND RESTATED**

### **ARTICLES OF INCORPORATION**

### **FOR**

### **ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS ASSOCIATION, INCORPORATED**

**(A NOT-FOR-PROFIT FLORIDA CORPORATION)**

#### **INTRODUCTION**

**THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION CONTAIN  
SUBSTANTIAL REORGANIZATION AND REWORDING OF THE ORIGINAL ARTICLES.  
SEE ORIGINAL ARTICLES FOR THE ORIGINAL RECORDED TEXT DATED 15 AUG 1995.**

The undersigned subscribers by these Articles associate themselves for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

#### **ARTICLE 1 NAME**

The name of this corporation is **ISLAND CLUB AT CORKSCREW  
WOODLANDS HOMEOWNERS ASSOCIATION, INC.**, whose address is  
21500 Corkscrew Woodlands Blvd. E., Estero, FL. 33928. For convenience,  
the corporation shall be referred to in this instrument as "ICHOA", these  
Articles of Incorporation as the "Articles", the Bylaws of ICHOA as the "Bylaws",  
and the Declaration of Covenants, Conditions and Restrictions as the  
"Declaration".

#### **ARTICLE 2 PURPOSE**

The purpose for which the ICHOA is organized is to provide an entity for the operation and maintenance of that certain community located in Lee County, Florida, and known as **ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS ASSOCIATION, INC. (ICHOA).**

#### **ARTICLE 3 DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration to be recorded in the Public Records of Lee County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

#### **ARTICLE 4 POWERS**

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

##### **4.1 GENERAL**

ICHOA shall have all of the common law and statutory powers of a corporation not-for-profit and a Homeowners Association under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration and the Bylaws. All funds and the title to all properties acquired by ICHOA 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. ICHOA shall make no distribution of income to its Members, Directors or Officers.

## **4.2 ENUMERATION**

ICHOA shall have all the powers and duties as set forth in these Articles, the Bylaws and the Declaration and all of the powers and duties reasonably necessary to operate the Community pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

### **4.2.1 MAKE AND COLLECT ASSESSMENTS**

To make and collect assessments, fees, fines and other charges against members as unit owners and their respective units; and to use the proceeds thereof in the exercise of its powers and duties.

### **4.2.2 BUY, OWN, AND OPERATE PROPERTY**

To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

### **4.2.3 MAINTAIN PROPERTY**

To maintain, repair, replace, reconstruct and add to the community and other property acquired or leased by ICHOA.

### **4.2.4 PURCHASE INSURANCE**

To purchase insurance upon the community and insurance for the protection of ICHOA, its Officers, Directors and unit owners.

### **4.2.5 MAKE RULES AND REGULATIONS**

To make and amend reasonable rules and regulations for ICHOA and the use of the units.

### **4.2.6 APPROVE OR DISAPPROVE TRANSFERS**

To approve or disapprove the leasing, transfer, ownership and possession of units as provided by the Declaration.

### **4.2.7 ENFORCE DOCUMENTS**

To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws and the Rules and Regulations for the use of the community.

### **4.2.8 CONTRACT FOR MANAGEMENT AND MAINTENANCE**

To contract for the management and maintenance of the community and to authorize a management agent to assist ICHOA in carrying out its powers and duties by performing such functions as the submission of proposals; collection of assessments; preparation of records; enforcement of rules; and maintenance, repair and replacement of common elements with such funds as shall be made available by ICHOA for such purposes.

### **4.2.9 OPERATE, MAINTAIN AND MANAGE THE STORM WATER SYSTEM**

To operate, maintain and manage the Storm Water Management System permitted by the South Florida Water Management District including, but not limited to, all lakes, retention areas, culverts and related appurtenances in conjunction with Corkscrew Woodlands Association, Inc., and others.

### **4.2.10 STORM WATER MANAGEMENT SYSTEM**

In addition to the powers set forth in Article 4.2.8 above, ICHOA shall own the Storm Water Management System. ICHOA shall maintain the drainage system, easements and right-of-way.



#### **4.2.11 BUFFER AREAS**

Buffer areas and all other open spaces shall be preserved and maintained by ICHOA so that its use and enjoyment as open spaces is not diminished or destroyed with exception of lawns owned solely by the owner.

#### **4.2.12 SUE AND BE SUED**

To sue and be sued and appear and defend in all actions and proceedings in its name in the same extent as natural.

#### **4.2.13 NET EARNINGS RESTRICTIONS**

No part of the net earnings of ICHOA shall inure to the benefit of any officer or individual, except through the acquisition, construction, management, maintenance or care of ICHOA property, or through the rebate of the excess ownership dues, fees or assessments.

#### **4.2.14 EMPLOY PERSONNEL**

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

#### **4.2.15 MONEY AND COLLATERAL**

To borrow money and pledge collateral.

#### **4.2.16 BENEFICIAL AGREEMENTS**

To enter into a cross use and/or sharing agreements with persons or entities outside of the property deemed to be beneficial and in the best interest of the ICHOA, including but not limited to a lake sharing agreement.

### **4.3 LIMITATION**

The powers of ICHOA shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and Florida Statutes.

## **ARTICLE 5 DIRECTORS**

### **5.1 NUMBER**

The property, business and affairs of ICHOA shall be managed by a Board consisting of the number of directors determined in the manner provided in the Bylaws, but which shall consist of not less than three (3) directors.

### **5.2 DUTIES AND POWERS**

All of the duties and powers of ICHOA existing under the laws of the State of Florida, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees subject only to approval by the members when such approval is specifically required.

### **5.3 ELECTION AND REMOVAL**

Directors of ICHOA shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

#### **5.4 DOCUMENT IMPLEMENTING DIRECTORS**

The names and addresses of the members of the Board responsible for implementation and holding office at the time of acceptance by the members of these Articles of Incorporation, shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

#### **OFFICERS AND DIRECTORS**

<b>NAME</b>	<b>HOME ADDRESS</b>
William Savage President	10727 Maui Circle Estero, Florida 33928
Ralph Colter Vice President	10709 San Tropez Circle Estero, Florida 33928
Margaret Bewley Treasurer	10740 Bahia Terrado Circle Estero, Florida 33928
June A. Muller Secretary	10728 Blue Bimini Circle Estero, Florida 33928
Julian Komeshak Director at Large	10706 Tropical Moon Circle Estero, Florida 33928

#### **ARTICLE 6 OFFICERS**

The affairs of ICHOA shall be administered by the Officers holding the positions designated in the Bylaws. The Officers shall be elected by the Board at its first meeting following the Annual Meeting of the Members of ICHOA and shall serve at the pleasure of the Board. The Bylaws provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers.

#### **ARTICLE 7 MEMBERS**

##### **7.1 MEMBERSHIP**

ICHOA shall have voting membership as follows:

Members shall be all owners and shall be entitled to one vote per unit owned. When more than one person holds an interest in any unit, all such persons shall be members. In the event that a unit is owned by a corporation or a similar entity, that entity shall designate one representative as its member. The vote for each unit shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any one unit.

##### **7.1.1 ASSIGNMENT**

The share of a member in the funds and assets of ICHOA cannot be assigned, hypothecated or transferred in any manner except as an appurtenance of the unit for which that share is held.

##### **7.1.2 VOTING**

There shall be only one vote for each unit which shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one unit shall be entitled to one vote for each unit owned.

## **7.2 MEETINGS**

The Bylaws 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 8 INDEMNIFICATION**

## **8.1 INDEMNITY**

ICHOA shall indemnify any Director, Officer, Committee Member, employee or Agent who were or are a party or are threatened to be made a party to any pending or contemplated action, suit, proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he or she is or was a Director, Officer, Committee Member, employee or Agent of ICHOA, 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: (a) a court of competent jurisdiction determined, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in a manner he or she reasonably believed to be in, or not opposed to, the best interest of ICHOA and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her 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 and in a manner which he or she reasonably believed to be in or not opposed to the best interest of ICHOA and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

## **8.2 EXPENSES**

To the extent that a Director, Officer, Committee Member, employee or Agent of ICHOA has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of a 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 in connection therewith. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by ICHOA 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, Committee Member, employee or Agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by ICHOA as authorized in this Article.

## **8.3 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 Bylaw, agreement, vote of members or otherwise; shall continue as to a person who has ceased to be a Director, Officer, Committee Member, employee or Agent to the benefit of the heirs and personal representatives of such person.

## **8.4 INSURANCE**

ICHOA 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 ICHOA, or is or was serving, at the request of ICHOA, as a Director, Officer,

Committee Member, 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 ICHOA would have the power to indemnify him or her against such liability under the provisions of this Article.

#### **8.5 LIMITATION**

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 TERM OF EXISTENCE**

ICHOA shall have perpetual existence.

### **ARTICLE 10 REGISTERED AGENT**

The name and place of the registered agent for service of process will be the current Property Manager, Attorney or as updated with State of Florida Division of Corporations.

### **ARTICLE 11 BYLAWS**

The Bylaws of ICHOA shall be approved by the members and adopted by the Board and may be altered, amended or rescinded in the manner provided in the Bylaws.

### **ARTICLE 12 AMENDMENTS**

Amendments to this Document shall be made in accordance with the following:

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#### **12.1 PROPOSAL**

An amendment may be proposed by either a majority of the Board or twenty five (25%) of the membership of ICHOA. Any proposal to amend existing Articles shall contain the full text of the Articles to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted preceding the proposed amendment saying "substantial rewording of Articles."

#### **12.2 NOTICE**

Notice of the text of the proposed amendment shall be given not less than thirty (30) days in advance of the annual meeting or a special meeting called for that purpose.

#### **12.3 APPROVAL**

A proposed amendment must be approved by a majority (50 % plus one) of the lot owners of record. (One unit one vote).

#### **12.4 EFFECTIVE DATE**

An amendment when adopted shall become effective only after being recorded according to law.

#### **12.5 CONFLICTS**

In the event of a conflict between any of the governing documents, the following hierarchy shall prevail: Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws, Rules and Regulations, Book of Resolutions and Book of Minutes.

**ARTICLE 13 SUBSCRIBERS**

The names and addresses of the original subscribers of these Articles are:

<b>Name</b>	<b>Address</b>
Ronald L. Davis	3040 Del Prado Boulevard Cape Coral, Florida 33904
Robert D'Andrea	3040 Del Prado Boulevard Cape Coral, Florida 33904
Lauritz W. Mackey	3040 Del Prado Boulevard Cape Coral, Florida 33904

**STATE OF FLORIDA**

**COUNTY OF LEE**

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ who is personally known to me and who did not take an  
oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Name)

My Commission Expires:

**ACCEPTANCE OF REGISTERED AGENT**

Having been named to accept service of process for the above stated Association, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

\_\_\_\_\_  
Property Manager or Attorney