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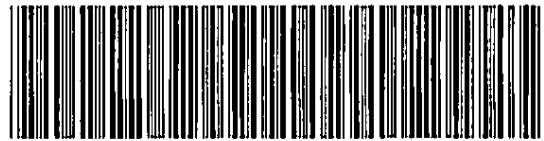
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**ARTICLES OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

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 Cypress Woods Golf & Country Club Master Property Owners 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 23rd day of July 2021.

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

WITNESSES:
(TWO)

SD -
Signature
SEYU HINES
Printed Name
Kyle Angell
Signature
Kyle Angell
Printed Name

CYPRESS WOODS GOLF & COUNTRY CLUB
MASTER PROPERTY OWNERS ASSOCIATION,
INC.

BY: Amund Janto
Amund Janto, President
Date: 8/9/21
(CORPORATE SEAL)

2021 AUG 16 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FL

FILED

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9th day of August 2021, by Amund Janto as President of Cypress Woods Golf & Country Club Master Property Owners Association, Inc., a Florida Corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced _____ (type of identification) as identification.



Lauren Beth Faby
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG281909
Expires 12/5/2022

Lauren Beth Faby
Notary Public
Lauren Beth Faby
Printed Name

My commission expires: 12/5/2022

FILED
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CLERK OF DISTRICT COURT
FLORIDA

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CYPRESS WOODS GOLF & COUNTRY CLUB MASTER PROPERTY OWNERS
ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT**

These are the Amended and Restated Articles of Incorporation of Cypress Woods Golf & Country Club Master Property Owners Association, Inc., originally filed with the Florida Department of State on the 19th day of December 1997, under Charter Number N97000007094. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2021).

For historical reference, the street address of the initial principal office and initial mailing address was 4158 Lorraine Avenue, Naples, FL 34104. The name and street address of the original incorporator was Leo J. Salvatori, Esq. The street address of the initial registered office was Quarles & Brady, 4501 Tamiami Trail North, Suite 300, Naples, FL 34103 and the name of the initial registered agent was Leo J. Salvatori, Esq. The name and address of the current registered office is Becker & Poliakoff, P.A., 4001 Tamiami Trail North, Suite 270, Naples, Florida 34103. 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 CYPRESS WOODS GOLF & COUNTRY CLUB MASTER PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Club," the Third Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements as "Declaration," these Amended and Restated Articles of Incorporation as the "Articles," and the Third Amended and Restated Bylaws of the Club as the "Bylaws."

2. PURPOSE. The purpose for which the Club is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including but not limited to:

2.1 The power to operate, administer, and manage the Common Areas in the Community in accordance with the Declaration and other Governing Documents.

2.2 To provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Units in the Community.

2.3 To enhance the civic, social and recreational interests of the Members.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in 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.

4. POWERS. The powers of the Club shall include the following:

Exhibit "1" to Third Amended and Restated Declaration of General Covenants, Conditions and Restrictions
(Amended and Restated Articles of Incorporation)

4.1 General. The Club 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.

4.2 Enumeration. The Club 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, these Articles, and the Bylaws (all as they may be amended from time to time), including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against Members as Owners of Units within the Community, and to use the proceeds thereof in the exercise of its powers and duties.

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

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Common Areas and other property acquired or leased by the Club for use by Owners and other authorized persons.

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

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, the Units thereon, and the Common Areas, and to enact Rules and Regulations, Policies and Procedures, and resolutions pertaining to the operation of the Club, subject to any limitations contained in the Declaration or the Bylaws.

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

4.2.7 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the Policies and Procedures of the Club.

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

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

4.2.10 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.

4.2.11 To have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein. The Board shall have the authority to pledge other collateral as security for loans.

4.2.12 To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and Improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain on the Property, as well as the alteration, improvement, addition or change thereto.

4.3 Club Property. All funds and the titles of all properties acquired by the Club 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.

4.4 Distribution of Income. The Club shall make no distribution of income to its Members, Directors or Officers.

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

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

5.1 Members. The membership of the Club shall be comprised of the Owners, as further defined and described in the Governing Documents. The Owner of every Unit shall become a Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Unit. Each such Owner shall notify the Club of said recordation within fifteen (15) days thereof and shall transmit to the Club true copies of such instrument.

5.2 Voting Rights. Each Voting Member shall possess one vote for any Unit owned by such Member, subject to the additional rights and obligations contained in the Declaration.

5.3 Benefits. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Club shall have perpetual existence; however, if the Club is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation.

7. OFFICERS. The affairs of the Club shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Club at its first meeting following the Annual Members' Meeting of the Club and shall serve at the pleasure of the Board of Directors. The Declaration and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Club shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Club 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 Voting Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Club shall be elected at the Annual Members' Meeting 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.

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

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

Proposal of Amendments. An amendment may be proposed to these Articles by the Board of Directors or by written petition of at least one-fourth (1/4) of the Voting Members (787 total).

10.1 Adoption. An amendment so proposed may be adopted if it is approved at an Annual or Special Members' Meeting where a quorum is attained, called for that purpose, by at least sixty percent (60%) of the Voting Members present (in person or by proxy) and voting, provided that notice of the text of each proposed amendment was sent to the Voting Members with the notice of the meeting. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Club, upon Board approval, without need for Club membership vote.

10.2 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 Collier County, Florida.

11. INDEMNIFICATION.

11.1 Indemnity. The Club 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 Club, against expenses (including attorneys' fees and appellate attorneys' 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

Exhibit "I" to Third Amended and Restated Declaration of General Covenants, Conditions and Restrictions
(Amended and Restated Articles of Incorporation)

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 Club, 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 failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Club, 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 membership of the Club, 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 Club.

11.2 Defense. To the extent that a Director, Officer, or Committee member of the Club has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 11.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Club 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 is not entitled to be indemnified by the Club as authorized by this Section 11. However, if the Board, by majority vote, determines that the person seeking advancement 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 Club, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Club shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Section 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Voting 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.

11.5 Insurance. The Club 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 Club, 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 Club would have the duty to indemnify him against such liability under the provisions of this Section.

12. DISSOLUTION. The Club may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4ths) of all the Voting Members. Upon dissolution of the Club,

other than incident to a merger or consolidation, the assets of the Club shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Club 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.