

Division of Corporations

Page 1 of 1

N990000006134

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000188436 3)))



H060001884363ABC3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

RECEIVED

06 JUL 25 AM 8:00

DIVISION OF CORPORATIONS

Division of Corporations

Fax Number : (850) 205-0380

From:

Account Name : HENDERSON, FRANKLIN, STARNES & HOLT, P.A.

Account Number : 075410002172

Phone : (239) 344-1100

Fax Number : (239) 344-1200

06 JUL 25 AM 10:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

COR AMND/RESTATE/CORRECT OR O/D RESIGN

COPPERHEAD COMMUNITY ASSOCIATION, INC.

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	\$43.75

Electronic Filing Menu

Corporate Filing Menu

Help

Amended
+ Restated

7/25/2006

SP

FILED

06 JUL 25 AM 10:49

Fax Audit No. H06000188436 3

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

COPPERHEAD COMMUNITY ASSOCIATION, INC.

Document Number: N99000006134

Pursuant to the provisions of Section 617.1006 of the Florida Not for Profit Corporation Act, the undersigned Corporation, pursuant to a resolution duly adopted by its members and board of directors, hereby adopts the following Amended and Restated Articles of Incorporation:

ARTICLE I
CORPORATE NAME

The name of this corporation is COPPERHEAD COMMUNITY ASSOCIATION, INC., a non-profit corporation (the "Community Association").

ARTICLE II
TERM OF EXISTENCE

The corporation was incorporated on October 15, 1999, and shall have perpetual existence thereafter.

ARTICLE III
PRINCIPAL OFFICE

The principal office of the Community Association is located at 4227 Northlake Blvd. Palm Beach Gardens, FL 33410, and the mailing address is the same.

ARTICLE IV
PURPOSE AND POWERS OF THE COMMUNITY ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control within the Community and common elements, now and hereinafter included within that certain tract of real property located in Lee County, Florida (hereinafter called "Properties"), which is known as "Copperhead" planned unit development (the "Development"), and to promote the health, safety, and welfare of the residents within the above-described development; and such additions thereto as may hereafter be brought within the jurisdiction of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Copperhead Community Association, Inc. (the "Declaration"), primarily by means of the acquisition, construction, management, maintenance and care of real and personal property which is owned by either the Community Association or by Owners in

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

FAX AUDIT NO.: H06000188436 3

common, made available for the common benefit of all members of the Community Association and is of a nature that tends to enhance the beneficial enjoyment of the private residences of the Owners, or, which is owned privately by an Owner, to the extent that the condition of such property affects the overall attractiveness and desirability of the lots comprising such Development.

For the accomplishment of its purposes, the Community Association shall have all of the common law and statutory powers and duties of a Community Association not for profit under Florida law, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions or the By-Laws of this Community Association, and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Declaration as it may hereafter be amended including, but not limited to, the following:

(a) To exercise all of the powers and privileges, and to perform all of the duties and obligations of the Community Association as set forth in the Declaration, applicable to the property and to be recorded in the Office of the Clerk of Circuit Court, Lee County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) To fix and make assessments against each Lot or Unit included in the Development as provided in the Declaration, and collect the assessment made against a Lot or Unit, together with the costs of collection, including a reasonable attorney's fee, and interest thereon from the date due at the maximum rate then allowable by law, from the Owner or Owners thereof by any lawful means, including the foreclosure of the lien which the Community Association has against the Lot or Unit for the payment of assessments;

(c) To pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Community Association, including all licenses, taxes, or governmental charges levied on or imposed against the real or personal property of the Community Association;

(d) To acquire (by gift, purchase or otherwise), own, hold and improve, building upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real and personal property in connection with the affairs of the Community Association;

(e) To 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 unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) To operate and maintain common property, specifically including, but not limited to, the surface water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, landscaping, buffer, conservation easements and areas, conveyances, culverts and related appurtenances;

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

Fax Audit No. H06000188436 3

(g) To make, amend, impose and enforce by any lawful means, reasonable rules and regulations with respect to the use of the Common Areas and operation of Community Association's property;

(h) To sue and be sued;

(i) To contract with others to do and perform any of the functions and obligations of the Community Association;

(j) To borrow money from such lenders and upon such terms as the Community Association may deem appropriate and, subject to the consent by vote or written instrument of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed or trust, or hypothecate any or all of the Community Association's real or personal property as security for money borrowed or debts incurred, including the right of the Association to make and collect assessments as security for the repayment thereof;

(k) To use and expend the proceeds of assessments and borrowings to pay the debts and obligations of the Community Association and otherwise use in a manner consistent with the purposes for which this Community Association is formed;

(l) To review the plans and specifications of proposed Improvements intended to be constructed on any Lot to determine whether they comply with the terms and provisions of the Declaration which have been or will hereafter be recorded in the public records of Lee County as the same may from time to time be amended, and if they comply, approve them, and if they do not comply, disapprove them;

(m) To maintain, repair, replace and operate the areas within the Development intended for the common use and benefit of the Owners, to the extent not maintained by others, including, but without limitation, the lakes, ditches, canals and other water retention and drainage systems, preservation and conservation areas, the streets, curbs, gutters, medians, entryway wall, common sewers and storm sewers and other common utilities, including common telephone, cable television and electric transmission cables;

(n) To purchase and maintain one or more insurance policies insuring the Community Association's property against loss, damage or destruction, and insuring the Community Association against liability to others;

(o) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional residential property or common elements, provided that any merger or consolidation shall have the assent by vote or written instrument of two-thirds (2/3) of each voting calls of members, except as may be otherwise provided in the Declaration;

(p) To do and perform anything required by these Articles, the Bylaws or the Declaration to be done by an Owner, but not done timely by the Owner, at the cost and expense of the Owner;

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

FAX AUDIT NO.: H06000188436 3

(q) To do and perform any obligations imposed upon the Community Association by the Declaration and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration;

(r) To have and exercise any and all power, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise. The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Community 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;

(s) To reconstruct improvements after casualty and to make further improvements of the Common Areas; and

(t) To acquire, own and convey real property and to enter into agreements or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities, regardless whether or not the lands or facilities are contiguous to the lands of the Community, so long as they are intended to provide enjoyment, recreation or other use or benefit to the members.

The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the Community Association.

ARTICLE V **MEMBERSHIP**

The qualifications required for membership, and the manner in which members shall be admitted to membership, shall be as stated in the Declaration and/or the Bylaws of the Community Association. Each and every owner of a Lot or Living Unit in this subdivision shall be a member of this Association, provided that any such person or entity, including any mortgagee, who holds an interest merely as security for the performance of an obligation shall not be a Member.

ARTICLE VI **VOTING**

The Community Association shall have the following two classes of voting membership:

(a) Class A. Class "A" Members shall consist of all record Owners of a fee interest in any Lot or Unit with the Community. Class "A" Members shall be entitled to one (1) vote for each Lot or Unit in which they hold the interest required for membership, including those Lots or Units which have not been construed but which may be developed. When more than one person holds an interest in any Lot or Unit, all such persons shall be Members. The vote of such Lot or Unit shall be exercised as they determine, but in no event shall the vote cast with respect to any such Lot or Unit exceed the number of votes determined for that Lot or Unit in accordance with these Articles and the Declaration.

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

Fax Audit No. H06000188436 3

(b) Class B. The Class "B" Members shall consist of the Developer, or any assignee, successor, designee or nominee of the Developer to whom the Developer has assigned all or part of its rights. The Developer shall have the same number of votes at any meeting in which votes are to be taken as are held by all Class A Members, plus one vote. Class B membership shall terminate and be converted on a Lot or Unit basis to Class A Members when the Developer no longer owns any property in the Community for sale in the ordinary course of business or on such earlier date as the Developer may elect to terminate its Class B Membership.

(c) Any action which could be taken by Members at a membership meeting may be taken without necessity of a meeting if approved in writing by the Members having the right to cast sufficient votes to approve the action if taken at a meeting.

ARTICLE VII **BYLAWS AND AMENDMENT TO ARTICLES**

The Bylaws will be adopted and may be amended by the Directors or the Members, consistent with these Articles, the Bylaws and the Declaration, except that those adopted by the Members may only be altered, amended or repealed by the Members. These articles may be amended by the Board of Directors with the approval of Members entitled to cast more than fifty percent (50%) of the votes at a meeting. Notwithstanding the foregoing, neither these Articles nor the Bylaws may be amended without the consent and approval of the Developer, as long as the Developer owns a Lot, or other real property which is included in the Development and the consent of Developer's lender(s) that have mortgages on real property in the Community and owned by Developer (the "Land Mortgagee"), if any, and its successor and assigns, and any replacement lender having loaned funds to Developer for Developer's acquisition and/or development of the Development, as long as there shall remain outstanding any indebtedness of Developer or its successors secured by a mortgage in favor of the Land Mortgagee or its successors or assigns on all or a portion of the property subject to the Community Association, provided however, that notwithstanding anything in this paragraph or elsewhere in these Articles to the contrary, the acquisition by such lender of any or all of Developer's rights under the Declaration (by virtue of assignment, pledge, succession or otherwise) shall not alter waive or impair by reason of merger or otherwise, any other rights granted to the Land Mortgagee herein or in any other document (even if the Land Mortgagee were to become the Developer). Land Mortgagee shall enjoy all rights as an institutional mortgagee, provided that the foregoing shall not limit any other rights specifically granted to Land Mortgagee herein or any other documents pertaining to any part of real property subject to the Community Association.

ARTICLE VIII **DIRECTORS**

The affairs of the Association will be managed by a Board of Directors consisting of three (3) members, initially. The number of members constituting the Board of Directors may, from time to time, be increased by the members, as may be provided in the Bylaws, but will never be less than three (3).

(a) TERMS OF OFFICE. Directors will generally serve a term of two (2) year each and shall be elected at the annual meeting of the membership. However, the members of the

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

FAX AUDIT NO.: H06000188436 3

Board of Directors will serve until their successors are elected and qualify, and may be re-elected for additional terms. In the case of a vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new directorship, the vacancy will be filled by the person elected by the remaining Board of Directors and the newly appointed member will serve until the next election of Directors.

(b) ELECTION BY MEMBERS. Members of the Board of Directors will be elected by the membership (including the Developer, as an Owner and as a member of the Corporation, by reason of being an Owner). Every director elected will be either a member of the corporation, or in the case of an entity member, an officer, general partner or trustee of that member, as the case may be. All elections will be by plurality of votes, and the member of the Board of Directors receiving the largest number of votes shall be the Chairman of the Board of Directors.

(c) INITIAL CONTROL BY DEVELOPER. Notwithstanding the other provisions contained in these Articles to the contrary, Developer will determine the number of directors (which will not be less than three) and appoint the members of the Board of Directors, whether or not such appointees are Owners, until the Developer either relinquishes that right, or there ceases to be Class B Members. The below, designated directors need not be members of the Community Association (Class A Members).

(d) The names and addresses of the persons who shall serve as Directors until the first election are:

Name:	Address:
Mike D. Aranda	12751 Westlinks Dr., Suite 1 Ft. Myers, FL 33913
Brent Evans	12751 Westlinks Dr., Suite 1 Ft. Myers, FL 33913
Corey Davis	12751 Westlinks Dr., Suite 1 Ft. Myers, FL 33913

ARTICLE IX OFFICERS

The Community Association will have a President, a Vice-President, who shall at all times be members of the Board or Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Two or more offices may be held by the same person, except as may be prohibited by law or in the Bylaws. Officers will be elected by the Board of Directors for a term of one (1) year, at the first meeting of the Board of Directors following each annual meeting of the members, but may be removed with or without cause by the Directors at any time.

The names of the officers who are to serve until the first election are:

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

Fax Audit No. H06000188436 3

Name:

Address:

Mike D. Aranda, President

12751 Westlinks Dr., Suite 1
Ft. Myers, FL 33913

Brent Evans, Vice President

12751 Westlinks Dr., Suite 1
Ft. Myers, FL 33913

Corey Davis, Secretary & Treasurer

12751 Westlinks Dr., Suite 1
Ft. Myers, FL 33913

ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Community Association hereby agrees to indemnify any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(i) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Community Association, to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act allowed to have been committed by such person in his or her capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he or she served at the request of the Community Association against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Community Association and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceedings by judgment order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was unlawful.

(ii) By or in the right of the Community Association to procure a judgment in its favor by reason of his or her being or having been a Director or Officer of the corporation or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he or she serves at the request of the Community Association, against the expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Community Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjusted to have been guilty of negligence or misconduct in the performance of his or her duty to the Community Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

FAX AUDIT NO.: H06000188436 3

circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Community Association, and whether, with respect to any criminal action or proceeding, he or she had no reasonable ground for belief that such action was unlawful. Such determination shall be made 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.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the power of the Community Association to indemnify under applicable law.

ARTICLE XI

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Community Association and one or more of its Directors or Officers, or between the Community Association and any other corporation, partnership, association or other organization in which one or more of its Directors or Officers are Directors or Officers are Directors or Officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participated in the meeting of the Board of Directors or committee thereof which authorized the contract or transaction, or solely because his or her votes are counted for such purpose. No Director or Officer of the Community Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XII

DISSOLUTION OF COMMUNITY ASSOCIATION

No portion of the net earnings of the Community Association will inure (upon dissolution of the Community Association or otherwise) to the benefit of any private person, other than as a direct result of the Association engaging in one or more of the activities which are consistent with and within the scope of its purpose. Subject to the foregoing, upon the dissolution of the Community Association, all of its assets remaining after adequate provision is made for the payment of its creditors and the costs and expenses of dissolution will be distributed in the following manner:

(a) **SURFACE WATER MANAGEMENT SYSTEM.** Property and interests in property, whether real, personal or mixed, which constitutes or is directly or indirectly related to the surface water management system, if any, will be dedicated to the appropriate governmental agency or contributed to a similar non-profit corporation or organization as required by and acceptable to the South Florida Water Management District, if any. This provision may not be amended without the consent and approval of the South Florida Water Management District.

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

Fax Audit No. H06000188436 3

(b) OTHER PROPERTY. Property and interests in property, whether real, personal, or mixed, which do not constitute or which are neither directly or indirectly related to the surface water management system, if any, will be distributed in the following manner:

(i) DEVELOPER'S DESIGNEE. To the person, firm or corporation designated by the Developer.

(ii) OWNER'S DESIGNEE. If the Developer fails or refuses to make any such designation, then, to the person, firm or corporation designated by the largest number of owners entitled to cast votes on matters coming before the membership who actually cast votes.

ARTICLE XIII **DECLARATION OF INTENTION**

The Board of Directors and the Developer intend that the Community Association be eligible for treatment as a tax-exempt organization described in Section 528 of the Internal Revenue Code of 1954, as amended, or in the corresponding provisions of any subsequent legislation.

(a) RESTRICTIONS ON COMMUNITY ASSOCIATION'S ACTIVITIES. Notwithstanding any other provisions contained in these Articles, the Community Association may only engage in those activities, matters and things which would allow the Community Association the right to maintain the above referenced tax-exempt status.

(b) INTERPRETATION. These Articles of the Community Association will be construed and interpreted in a manner consistent with the requirements for the Community Association to be tax-exempt. By way of illustration, Article IV will be construed and interpreted as prohibiting and not otherwise permitting any part of the net earnings of the Community Association to inure to the benefit of any private person other than as a direct result of the Community Association engaging in one or more exempt functions, as required by Treasury Regulation § 1.528-7.

ARTICLE XIV **REGISTERED AGENT & OFFICE**

The name of the Community Association's registered agent and its initial registered office is as follows (hereinafter "Registered Agent"):

Name:

S & S Golf Management, Inc.

Address:

11691 Gateway Blvd., Suite 203
Ft. Myers, FL 33913

The Registered Agent shall maintain copies of all current and future permitting actions for the benefit of the Association.

ARTICLE XV **DEFINITIONS**

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

FAX AUDIT NO.: H06000188436 3

All terms defined in the Declaration shall be used with the same meaning as defined therein, unless defined otherwise in these Articles.

ARTICLE XVI
SUBSCRIBER

The name and address of the person signing these Amended and Restated Articles of Incorporation is as follows (the "Subscriber"):

Name:

Mike D. Aranda

Address:

12751 Westlinks Dr., Suite 1
Ft. Myers, FL 33913

The foregoing Amended and Restated Articles of Incorporation restate and integrate or amend the Corporation's Articles of Incorporation as theretofore amended, and there is no discrepancy between those provisions and the provisions of the Amended and Restated Articles of Incorporation.

COPPERHEAD COMMUNITY
ASSOCIATION, INC.

Dated: July 21, 2006

By: 
Mike D. Aranda, President

CERTIFICATE

In accordance with Section 617.1001 and 617.1002 of the Florida It is hereby certified that the Board of Directors adopted the Amended and Restated Articles of Incorporation and the amendments to the Articles of Incorporation appearing in the Amended and Restated Articles of Incorporation were approved by the Members entitled to vote and the Board of Directors in accordance with the Florida Not For Profit Corporation Act.

COPPERHEAD COMMUNITY
ASSOCIATION, INC.

Dated: July 21, 2006

By: 
Mike D. Aranda, President

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3

Fax Audit No. H06000188436 3

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

Having been named to accept service of process for this corporation, at the place designated in these Amended and Restated Articles of Incorporation, I hereby accept the appointment, understand my duties 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.

S & S Golf Management, Inc.

By: Robert G. Taylor

Its: Authorized Representative

Registered Agent

COPPERHEAD COMMUNITY ASSOCIATION, INC. - ARTICLES OF INCORPORATION

FAX AUDIT NO.: H06000188436 3