

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
WILDERNESS COUNTRY CLUB INC.  
RECORDED DATE: JANUARY 17, 2017**

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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
WILDERNESS COUNTRY CLUB, INC.**

Pursuant to Section 617.0201 (4), Florida Statutes (1983), the Articles of Incorporation of WILDERNESS COUNTRY CLUB, INC., a Florida corporation not for profit, are hereby amended and restated in their entirety. The Amended and Restated Articles of Incorporation of WILDERNESS COUNTRY CLUB, INC., shall henceforth be as follows:

**ARTICLE I**

**NAME:** The name of the Corporation, herein called the “Club” or the “Corporation” is WILDERNESS COUNTRY CLUB, INC., and its address is 101 Clubhouse Drive, Naples, Florida 34105.

**ARTICLE II**

**PURPOSE AND POWERS:** The purpose for which the Club is organized is to provide all entity for the operation of WILDERNESS COUNTRY CLUB, located in Collier County, Florida.

The Club is organized and shall exist on a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Club shall be distributed or inure to the private benefit of any member, Director or Officer of the Club. For the purposes of this paragraph the term “earnings” shall not include any initiation or membership fee established by the Board of Directors. For the accomplishment of its purposes, the Club 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 limited or modified by these Articles or the By-Laws, including but not limited to the following:

- A. To construct, own, operate, conduct, and carry on a golf club and conduct a clubhouse, restaurant, pro shop, locker rooms, other recreational facilities and garage in connection therewith; to conduct amusement enterprises in all of the branches pertaining thereto and thereof; to rent, lease, or sell any concessions; to deal in the rental and sale of incidental equipment;
- B. In such operation, to exercise complete and exclusive control and management of any leased property, the clubhouse, the golf course and other recreational facilities;
- C. In such operation, to make payment of taxes, insurance, repairs, management expenses, land rents, and all other necessary and/or proper operating expenses of the clubhouse, the golf course and other recreational facilities;
- D. In such operation, to establish and collect initiation fees, dues, membership transfer fees and/or assessments against members for their shares of operating expenses, and to make such allocation of any such initiation or membership fee as between the Club and the

selling members as the Board may determine in order to ensure that each selling member is properly compensated for his loss of membership and that the value of Club memberships shall be maintained;

- E. To adopt By-Laws and Rules not inconsistent with these Articles;
- F. To establish committees and delegate responsibilities and powers to such committees;
- G. To approve or disapprove the transfer of memberships and the admission of new members;
- H. To employ accountants, attorneys, managers, and other professional personnel to perform the services required for proper operation of the Club;
- I. To establish and maintain lists of persons qualified to and interested in becoming members of the Corporation;
- J. To promote the social recreation of its members;
- K. To exercise all the powers set forth in Section 617.0302 Florida Statutes, or statutory substitute therefore, and to do any other thing allowed by law not inconsistent with these Articles. Notwithstanding the foregoing, or any other provision of these Articles of Incorporation or the Bylaws, to the fullest extent permitted by Florida law and, except as to "Excluded Actions" as defined and provided for herein below, and notwithstanding any other provision contained in these Articles of Incorporation or the Bylaws to the contrary, any actions with respect to any release, replacement, amendment, transfer, termination, impairment, hypothecation, extension, or forgiveness of all or any portion of (1) that certain Restatement Ninety-Nine Year Lease (the "Lease") recorded June 24, 1976 at Collier County Official Record 654, Page 1173, et seq., and retroactive to June 18, 1973, between the Trust (the "Frank Family Trust"), its successors and assigns, established by that Land Trust Agreement dated August 30, 1973, as amended from time to time, or (2) any of the Club's rights, interests, and remedies thereunder, shall require the affirmative vote of at least eighty percent (80%) of all of the voting Members of the Club, each voting in person or by proxy at a meeting duly called for that purpose. Each and all such actions and events hereinafter are referred to as the "Restricted Actions". Any amendment to such Restricted Actions shall be requested either by written petition to the Board signed by at least a majority of all Members of the Club or, alternatively, upon a determination by at least two-thirds (2/3<sup>rd</sup>s) of the Directors that such amendment is in the best interests of the Club and its members.

Notwithstanding the foregoing, the following Excluded Actions will not be subject to the eighty percent (80%) affirmative vote requirement provided for above (each and all such actions and events are the "Excluded Actions"): (1) any action or event which results in the Club obtaining fee ownership of the property underlying the Lease and the merger of the Lease with that ownership: (2) any Restricted Action

with the intent and consequence of further preserving, protecting or improving the Club's rights, remedies and interests under the Lease and the continued, peaceful use and enjoyment of the property underlying the Lease consistent with the Club's revised PUD as filed by the Board of Collier County Commissioners with the Florida Secretary of State as of February 11, 1977. Any amendment to such Excluded Actions shall be requested either by written petition to the Board signed by at least a majority of all Members of the Club or, alternatively, upon a determination by at least two-thirds (2/3<sup>rds</sup>) of the Directors that such amendment is in the best interests of the Club and its members, and shall, in either instance, require approval by at least two-thirds (2/3<sup>rds</sup>) of all of the voting Members of the Club, each voting in person or by proxy at a meeting duly called for that purpose.

Without limiting the generality of the foregoing, and notwithstanding any language in Article II, paragraph A-K of the Articles of Incorporation to the contrary, the Board shall also have the power to:

- (A) Establish Initiation Fees, membership fees and dues;
- (B) Establish assessments for improvements and additions to the Club facilities, subject to the provisions of these Articles, Club Bylaws, and other applicable law;
- (C) Establish charges for the use of Club facilities;
- (D) Establish charges for services furnished by the Club;
- (E) Establish charges for food, beverages, supplies and other products furnished by the Club;
- (F) Retain professional services including, but not limited to, attorneys, accountants and consultants;
- (G) Retain contractors and suppliers of services and materials as the Board deems appropriate; and
- (H) To do any act or exercise any power permitted by law.

All funds and the title to all property acquired by the Club shall be held for the benefit of the members in accordance with the provisions of these Articles of Incorporation and the By-Laws. Members of the Corporation shall not, because of such membership, be or become personally liable for the obligations of the Corporation.

### **ARTICLE III**

#### **MEMBERSHIP: VOTING RIGHTS:**

- A. The owner of each condominium unit located in and forming a part of the condominium housing complex known as Wilderness Country Club Condominium shall be a member

of this corporation, subject to election and approval by the Board of Directors. If such condominium unit is owned by more than one person, the persons so owning such apartment shall collectively be considered as a single member and one of such co-owners, properly designated in writing signed by all the owners, shall have the right to vote as the agent for all such co-owners. In the event title to a condominium unit is held in other than a natural person's name, the owner(s) shall designate in writing a natural person as agent, which agent shall exercise the voting rights incident to such membership. The By-Laws shall also make further provisions relative to the exercise of voting rights and may contain provisions regulating the use of the golf course and other facilities of the Club by members, their families and guests. The By-Laws shall also make provisions authorizing and regulating the temporary transfer of Club privileges by a member; and provisions making the use by members and other of any Club facilities conditional on observing reasonable rules established by the Club with respect to use of such facilities and /or paying dues and other charges established and uniformly imposed by the Club. Such By-Laws shall control to the extent not inconsistent with these Articles.

- B. Each member shall be entitled to one vote in Club matters. The manner of exercising voting rights shall be as set forth in the By-Laws.
- C. Notwithstanding any provision to the contrary, the Club shall have the authority to establish a nonvoting class of membership for the express purpose of instituting reciprocal golfing and clubhouse privileges with neighboring facilities of similar type. The rights and obligations of such members shall be as set forth in the By-Laws of the Club.
- D. The Board of Directors shall have the authority to add a class of non-voting membership called "Dining Members" to provide for use of limited Club facilities for the purpose of dining. The Board may determine the qualifications, conditions, privileges and number of Dining Members provided that any such Dining Members shall be limited to former members of the Club, a spouse of a former member or Significant Other of a former member, and to not more than five (5) other persons who were not former Members of the Club. Dining Members shall not be permitted to use any facility of the Club other than dining facilities. The Board may, at any time and for any reason, terminate the rights and privileges of the Dining Members, and shall further have the authority to adopt from time to time further rules and regulations pertaining to Dining Members.

#### **ARTICLE IV**

**TERM:** The term of the Club shall be perpetual.

#### **ARTICLE V**

**BY-LAWS:** The By-Laws of the Club may be altered, amended, or rescinded in the manner provided herein.

## ARTICLE VI

### **AMENDMENTS:**

A. Articles for the Club shall be amended or rescinded as follows:

- (1) Amendments to these Articles of Incorporation may be requested by a majority of the Directors or by written petition to the Board signed by at least twenty-five percent (25%) of the Members unless, however, any such amendment seeks to amend provisions related to any Restricted Actions or Excluded Actions, in which case such amendment shall be requested either by written petition to the Board signed by at least a majority of all Members of the Club or, alternatively, upon a determination by at least two-thirds (2/3<sup>rds</sup>) of the Directors that such amendment is in the best interests of the Club and its members.
- (2) The President shall call a special meeting of the Members to consider any proposed amendment, or include the proposed amendment on the agenda for an annual meeting of the Members, not later than the next annual meeting for which proper notice can be given at the time the amendment is proposed.
- (3) Except as otherwise provided by law, any proposed amendment, including any proposed amendment to provisions related to Excluded Actions, shall be adopted if it is approved by two-thirds (2/3<sup>rds</sup>) of all of the voting Members of the Club present, in person or by proxy, at any annual or special meeting duly called for that purpose, or without a meeting in accordance with Section 3.9 of the Bylaws, unless, however, any proposed amendment seeks to amend provisions related to Restricted Actions, in which case any such amendment shall be approved by affirmative vote of at least eighty percent (80%) of all of the voting Members of the Club, each voting in person or by proxy at a meeting duly called for that purpose.

B. An Amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

## **ARTICLE VII**

### **DIRECTORS AND OFFICERS:**

- A. The affairs of the Club will be administered by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors. Directors must be members of the Club.
- B. Directors of the Club shall be elected in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- C. The business of the Club shall be conducted by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Club and shall serve at the pleasure of the Board.

## ARTICLE VIII

### INDEMNIFICATION:

- A. The Club shall indemnify and hold harmless any Officer or Director made a party or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding:
- 1) Whether civil, criminal, administrative, or investigative (other than one by or in the right of the Club to procure a judgment in its favor) brought to impose a liability or penalty on such person for an act alleged to have been committed in his capacity as Director or officer of the Club, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Club, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and reasonably 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 or not opposed to the best interests of the Club, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding 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 in or not opposed to the best interest of the Club or that he had reasonable grounds for belief that such action was unlawful.
  - 2) By or in the right of the Club to procure a judgment in its favor by reason of his being or having been a Director or officer of the Club, 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 served at the request of the Club, against the expenses, including attorney's fees, actually and reasonably incurred by him 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 or not opposed to the best interests of the Club. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of gross negligence or willful misconduct in the performance of his duty to the Club.
- B. Any indemnification hereunder shall be made in each specific case only after a determination that amounts for which a Director or officer seek indemnification were properly incurred and that such Director or officer acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Club, and that, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made either (1) by the Board of Directors by a majority vote of all Directors who were not parties to such action, suit or proceeding; or (2) by a majority vote of a quorum of members who were not parties to such action, suit or proceeding.

- C. The Club shall be entitled to assume the defense of any person seeking indemnification under Subsection (A) (1) above upon a preliminary determination by the Board of Directors that such person has met the applicable standard of conduct set forth in that Subsection, and upon receipt of an undertaking by such person to repay all amounts expended by the Club in such defense, unless it is ultimately determined that such person is entitled to be indemnified by the Club as authorized in this Section. If the Club elects to assume the defense, such defense shall be conducted by counsel chosen by it and not objected to in writing for valid reasons by such person. In the event the Club elects to assume the defense of any such person and retain such counsel, such person shall bear the fees and expenses of any additional counsel retained by him, unless there are conflicting interests between or among such person and other parties represented in the same action, suit or proceeding by such counsel retained by the Club, that are for valid reasons objected to in writing by such person, in which case the reasonable expenses of such additional representation shall be within the scope of the indemnification intended if such person is ultimately determined to be entitled thereto.
  
- D. The Club shall have power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Club, or is or was serving at the request of the Club as 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 power to indemnify him against such liability under this Article or under Florida Statutes.
  
- E. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Corporation to indemnify under applicable law.