

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WILDERNESS CONDOMINIUM ASSOCIATION
RECORDED AT JUNE 7, 1995**

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OF
WILDERNESS CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Section 617.0201 (4), Florida Statutes (1983), the Articles of Incorporation of WILDERNESS CONDOMINIUM ASSOCIATION, 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 CONDOMINIUM ASSOCIATION, INC., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the “Association” is WILDERNESS CONDOMINIUM ASSOCIATION, INC., and its address is 101 Clubhouse Drive, Naples, Florida 33942.

ARTICLE II

PURPOSE AND POWERS: The Association exists for the purpose of maintaining, operating and managing the various condominiums known collectively as WILDERNESS CONDOMINIUM, and for the purpose of undertaking all of the functions assigned herein, in the various Declarations of Condominium, and all functions assigned to such an association by Chapter 718, Florida Statutes, (the “Condominium Act”) and Chapter 617, Florida Statutes; and further to own, operate, lease, buy, sell, trade and otherwise deal with property described in Exhibit “A” of the various Declarations in accordance with the provisions of the Condominium Act, the various Declarations, the By-Laws and these Articles, to coordinate all activities of the Association and the WILDERNESS COUNTRY CLUB, INC., for the use and enjoyment of the members of the Association, and to cooperate in maintenance of the properties owned and/or operated and controlled by both corporations.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit 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 of the Association. 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 limited or modified by these Articles, the Declaration of Condominium, the By-Laws or the Florida Condominium Act, including but not limited to the following:

- A. To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declarations of Condominium hereinafter collectively called the “Declarations”, applicable to the property and recorded in the Public Records of Collier County, Florida, and as the same may be amended from time to time, said Declarations being incorporated herein as if set forth at length;

- B. To fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declarations; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- C. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- D. To borrow money, and with the assent of two-thirds (2/3) of unit owners, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- E. To make and enforce reasonable rules and regulations governing the use of Common Elements, Limited Common Elements, and all property owned by the Association;
- F. To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the Declarations and the By-Laws;
- G. To maintain, repair, replace, and operate property over which the Association has full ownership or the right and power to maintain, replace, and operate in accordance with the By-Laws for this Association;
- H. To contract for the management and maintenance of the condominium and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declarations to be exercised by the Board of Directors or the membership of the Association;
- I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the condominium;
- J. To reconstruct improvements as required in the Declarations;
- K. To enforce by legal means the provisions of the Declarations, these Articles, and the By-Laws;
- L. To participate in mergers and consolidations with other not-for-profit corporations organized for the same or similar purposes.

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 of Condominiums, these Articles of Incorporation and the By-Laws.

ARTICLE III

MEMBERSHIP:

- A. The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the condominiums, as further provided in the By-Laws; after termination of the condominium the members shall consist of those who are members at the time of such termination:
- B. After receiving approval of the Association as required by the Declarations, change of membership shall be established by recording in the Public Records of Collier County, Florida a deed or other instrument and by the delivery to the Association of a copy of such instrument.
- C. 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 his unit.
- D. The owners of each unit, collectively, shall be entitled to one vote in Association matters for each unit owned. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

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

ARTICLE VI

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

- A. **Proposal-** Amendments to these Articles shall be proposed by a majority of the Board or upon petition of the owners of one-fourth (1/4) of the units by instrument, in writing, signed by them.
- B. **Notice-** Upon any amendment or amendments to these Articles being proposed by said Board or unit owners, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon determine which of the methods shown in (C) below shall be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not less than thirty (30) days after transmittal to the President.
- C. Except as otherwise provided by Florida law, an amendment to these Articles of Incorporation shall be approved by the affirmative vote of two-thirds (2/3) of all the unit owners present, in person or by proxy, and casting votes of any annual or special

meeting called for that purpose, or by approval in writing of two-thirds (2/3) of the entire membership without a meeting, provided that thirty (30) day notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.

- D. 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 Association 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, or spouses of members, of the Association
- B. Directors of the Association shall be elected by the members 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 Association 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 Association and shall serve at the pleasure of the Board.

ARTICLE VIII

INDEMNIFICATION:

- A. The Association shall indemnify and hold harmless any officer or Director made a party to any threatening, pending or completed action, suit or proceeding:
 - 1) Whether civil, criminal, administrative, or investigative (other than one by or in the right of the Association 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, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, 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 Association, and in criminal actions or proceedings, without reasonable ground for belief that such action 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 Association or that he had reasonable grounds of belief that such action was unlawful.

- 2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other enterprise which he served at the request of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other enterprise which he served at the request of the Association, against the expenses, including attorney's fees, actually or 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 interest of the Association. 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 Association.

- B. Any indemnification hereunder shall be made in each specific case only after a determination that amounts for which a Director or officer seeks 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 Association, and that, with respect to any criminal 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 Association shall be entitled to assume the defense of any such person seeking indemnification under Subsection (A) (1) above, upon a preliminary determination by the Board that such person has met the applicable standard of conduct set forth in the Subsection and upon receipt of an undertaking by such person to repay all amounts expended by the Association in such defense unless it is ultimately determined that his is entitled to be indemnified. If the Association elects to assume the defense, it shall be conducted by counsel chosen by it and not objected to in writing for valid reasons by such person. If the Association 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 as between the Association and such person, or conflicting interests between or among such person and other parties represented in the same action, suit or proceeding by such counsel retained by the Association 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 Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association 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 Association 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 Association to indemnify under applicable law.