

Amended And Restated Articles Of Incorporation Of
Mariner's Cove Homeowners Association Of Lee County, Inc. (3-5-2018)

The undersigned officers of the Association, as representatives of the Members, do hereby certify that these amended Articles of Incorporation, were proposed, and approved by the membership, in accord with the amendment procedures required by the previous Article XI, to be the Amended and Restated Articles of Incorporation for this corporation not for profit under the laws of the State of Florida.

ARTICLE I

The name of this corporation is MARINER'S COVE HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC., a not for profit corporation (the "Association").

ARTICLE II

The nature of the business to be transacted shall be to engage in any activity or business permitted under the laws of the United States and of this State, including, but not limited to Chapter 720 of the Florida Statutes. The Association is organized for the purpose of providing an entity for the operation of a planned residential community, located in Lee County, Florida.

The Association is organized and shall exist upon 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 Association shall be distributed or inure to the private benefit of any Member, Director or Officer of the Association. For the accomplishment of its purpose, the Association shall have all of the common law and statutory powers and duties of an Association not for profit under Florida law, except as limited or modified by these Articles, the Declaration for Mariners Cove Mobile Home Subdivision or the Bylaws of this Association, and it shall have all of the powers and duties reasonably necessary to operate the Association pursuant to the Declaration as it may hereafter be amended including, but not limited to, the following:

- (A) To levy and collect assessments against all Owners/Members of the Association to defray the cost, expenses, and losses of the Association, and to use the proceeds of assessments in the exercise of its power and duties.
- (B) To own, lease, maintain, repair, replace or operate the Common Areas.
- (C) To purchase insurance upon the Common Areas for the protection of the Association and its Members.
- (D) To reconstruct improvements after casualty and to make further improvements of the Common Areas.
- (E) To make, amend, and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association.

(F) To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the Bylaws of the Association.

(G) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

(H) To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the Community.

(I) 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. It has this power whether or not the lands or facilities are contiguous to the lands of the Community, if they are intended to provide enjoyment, recreation or other use or benefit to the Members.

(J) To borrow or raise money for any purposes of the Association; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association.

(K) To be responsible in perpetuity for maintenance of the conservation areas, i.e., all preserved, restored, or created wetlands areas and uplands buffer zones; and to take action against Owners, if necessary, to enforce the conditions of the conservation easements and permit issued by the South Florida Water Management District for the community.

(L) To be the responsible entity to operate and maintain the Surface Water Management System as permitted by the South Florida Water Management District, including but not limited to, all lakes, retention areas, culverts and related appurtenances.

(M) Provide housing for older persons as defined under the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, hereinafter referred to as the "Acts", as well as the "Federal Rules & Regulations" as promulgated by the Department of Housing and Urban Development, as amended from time to time. To comply with the Community's intention to meet the exemption for housing for older persons by intending and operating the Community to require occupancy by at least one (1) person of 55 years of age or older per unit to satisfy the exemption under the Acts.

Except as provided herein and in the Declaration, all funds and 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, these Articles of Incorporation, and the Bylaws.

ARTICLE III

The Association shall have perpetual existence.

ARTICLE IV

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 Association. Each and every Owner, being age 55 or over, of a lot or living unit in this subdivision shall be a Member of this Association.

ARTICLE V

The street address of the initial principal office of this Association is 20700 Basin Drive, Estero, Florida 33928. The name of the registered agent of this Association is _____, and the address of the registered office is _____.

Having been named to accept service of process for Mariner's Cove Homeowners Association of Lee County, Inc., 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.

ACCEPTED By: _____

ARTICLE VI

The number of Directors shall consist of seven (7) and in no event, shall there be fewer than three (3) in number. Directors shall be elected, or appointed to fill a vacancy, in accordance with the Bylaws of the Association.

ARTICLE VII

The name and mailing address of the current Officers: President, Vice President, Secretary and Treasurer, who, subject to the Bylaws of the Association, shall hold office of this Association until his or her successor is elected and has qualified, are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Dave Feher	President	c/o Alliant Property Management, LLC 13831 Vector Avenue Fort Myers, FL 33907
Donna Dion	Vice President	c/o Alliant Property Management, LLC

13831 Vector Avenue
Fort Myers, FL 33907

Donna Eiring Secretary c/o Alliant Property Management, LLC
13831 Vector Avenue
Fort Myers, FL 33907

Betty Mills Treasurer c/o Alliant Property Management, LLC
13831 Vector Avenue
Fort Myers, FL 33907

ARTICLE VIII

The Association is empowered to do and perform all acts reasonably necessary to accomplish the purposes of the Association, which acts are not inconsistent with the powers provided for in Chapter 617, Florida Statutes.

ARTICLE IX

The names and addresses of the subscribers of these Amended and Restated Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Dave Feher	c/o Alliant Property Management, LLC 13831 Vector Avenue Fort Myers, FL 33907
Donna Dion	c/o Alliant Property Management, LLC 13831 Vector Avenue Fort Myers, FL 33907
Donna Eiring	c/o Alliant Property Management, LLC 13831 Vector Avenue Fort Myers, FL 33907
Betty Mills	c/o Alliant Property Management, LLC 13831 Vector Avenue Fort Myers, FL 33907

ARTICLE X

The Bylaws of the Association may be amended as stated in the Bylaws, so long as they are not inconsistent with the provisions of these Articles.

ARTICLE XI

Amendment to the Articles of Incorporation may be proposed by any Director at any regular or special business meeting of the Board of Directors at which a majority is present and, if obtaining a two-thirds (2/3) vote of the Board of Directors present and voting at such meeting properly called and noticed as provided in the Bylaws, shall be submitted to a vote of the membership. If approved by a two-thirds (2/3) affirmative vote of the entire membership by proxy or at a Members' Meeting properly called and noticed as provided in the Bylaws, such Amendment shall be forwarded to the Secretary of State of Florida and filed and shall become effective upon recording with the appropriate public agency.

ARTICLE XII

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit Association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer of the corporation against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his/her being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established that his/her actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interest of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his/her action was unlawful or had reasonable cause to believe his/her action was lawful.

(C) A transaction from which the Director or Officer derived an improper personal benefit.

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 Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

These amendments were adopted by the Members and the number of votes cast for the amendment was sufficient for approval.