

NOTE: AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. WHERE THERE ARE CHANGES PRESENT TEXT IS CROSSED THROUGH AND NEW TEXT IS UNDERLINED.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

GLADES GOLF AND COUNTRY CLUB, INC.

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation for The Glades Country Club Apts. Association, Inc., a Florida corporation not for profit, are hereby amended and restated in their entirety, with a resulting change of name to Glades Golf and Country Club, Inc. All amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and ~~there is no discrepancy~~ are differences between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles ~~other than~~ with the inclusion of amendments adopted pursuant to Section 617.0201(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation ("Articles" or "Articles of Incorporation") shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation "is Glades Golf and Country Club, Inc., herein called the "Association", and its address is 174 Teryl Road, Naples, FL 34112.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of The Glades Complex, a multi-condominium community, located in Collier County, Florida.

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. 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 the Condominium Documents or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate The Glades Complex pursuant to the Condominium Documents (Articles, By-laws, the Declaration of each Condominium, the Rules and Regulations and all recorded exhibits) as they may hereafter be amended, including but not limited to the following:

- (A) To own and operate a country club, restaurant, and related facilities, and to establish fees, dues and other charges for the use of the facilities.
- (B) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (C) To protect, maintain, repair, replace and operate the Condominium Properties and Association Property.

- (D) To purchase insurance upon the Condominium Property and Association Property for the protection of the Association and its members.
- (E) To reconstruct improvements after casualty, and to make improvements of the Condominium Property and Association Property, as well as to purchase items of furniture, furnishings, fixtures and equipment.
- (F) To make, amend and enforce reasonable rules and regulations governing the use of the Common Elements and Association Property and for the operation of the Association.
- (G) To approve or disapprove the transfer, leasing and occupancy of Units, as provided in the Bylaws.
- (H) To enforce the provisions of the Condominium Act and the Condominium Documents.
- (I) To contract for the management and maintenance of the condominiums, Condominium Property, and Association Property and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Condominium Documents to be exercised by the Board of Directors or the membership of the Association.
- (J) To contract for the management or operation of portions of the Association Property susceptible to separate management or operation and to lease or grant concessions in such portions.
- (K) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Glades Complex.
- (L) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominiums, if they are intended to provide enjoyment, recreation, or other use or benefit to the Owners.
- (M) To assume the responsibility for operating additional residential condominiums by merger or consolidation with other condominium associations.
- (N) To borrow money as necessary to perform its other functions hereunder.

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 Condominium Documents.

### ARTICLE III

#### MEMBERSHIP:

- (A) The members of the Association shall be the record Owners of a fee simple interest in one or more Units within any residential condominium operated by the

Association, as further provided in the Bylaws.

- (B) 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.
- (C) The Owners of each Unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

#### ARTICLE IV

TERM: The term of the Association shall be perpetual.

#### ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

#### ARTICLE VI

##### DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws.
- (B) Directors of the Association shall be elected by the members 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.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

#### ARTICLE VII

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

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least 117 Owners.
- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or Unit Owners, such proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise provided by Florida law, these Articles of Incorporation may be amended by the affirmative vote of 585 Owners at any annual or special meeting, or by approval in writing of 585 Owners without a meeting, provided that 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. These Articles of Incorporation shall be deemed amended by virtue of revisions to laws and regulations which control over conflicting provisions of these Articles of Incorporation.

- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required by the Condominium Act.

#### ARTICLE VIII

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

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his 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 interests 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.