

**NOTE: SUBSTANTIAL AMENDMENT TO ENTIRE ARTICLES OF  
INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF  
INCORPORATION.**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**FOR**

**THE VINEYARDS COMMUNITY ASSOCIATION**

(A Corporation Not for Profit)

These are the Amended and Restated Articles of Incorporation of The Vineyards Community Association, Inc., originally filed with the Florida Department of State on the 3rd day of September, 1987. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2021).

For historical reference, the street address of the initial principal office and mailing address was 801 Laurel Oak Drive, Suite 300, Naples, FL 33941. The street address of the initial registered office was 801 Laurel Oak Drive, Suite 300, Naples, FL 33941 and the name of the initial registered agent was George L. Varnadoe. The address of the current registered office is c/o PMP of SW FL, Inc., 75 Vineyards Blvd., Third Floor, Naples, FL 34119. The Board of Governors may, from time to time, change the designation of the principal office, the mailing address of the Association, the registered office and the registered agent, in the manner provided by law.

**ARTICLE I  
CORPORATION NAME**

The name of the corporation is: THE VINEYARDS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association." For convenience, the Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions as the "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws." The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration, as recorded in the Public Records of Collier County, Florida, and as subsequently amended, and as provided in the Homeowners Association Act (Chapter 720, Florida Statutes), unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE II  
PURPOSES**

The purposes of the Association are:

1. To provide for maintenance, preservation, control and operation of property within the Planned Unit Development of The Vineyards, located in Collier County, Florida, and such other property as may be added thereto;

2. To enhance the civic, social and recreational interests of its Members;
3. To otherwise promote the health, safety, and welfare of its Members and their property within The Vineyards; and
4. To serve as a “Homeowners’ Association” as described in Section 720.301, Florida Statutes.

### **ARTICLE III POWERS**

**1. General Powers.** The Association shall have all the powers of a corporation not for profit which are not prohibited by law or in conflict with the provisions of these Articles or the Declaration for The Vineyards.

**2. Enumeration.** The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes (2021), as amended from time to time, except as they may be limited by the Declaration, these Articles and the Bylaws, each as may be amended from time to time, including the following:

**A.** To make and collect Assessments and to use the proceeds thereof in the exercise of its powers and duties.

**B.** To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Association.

**C.** To maintain, repair, replace, reconstruct, add to, and operate the Common Areas and other property acquired or leased by the Association for use by the Members.

**D.** To purchase insurance upon the Association’s property and insurance for the protection of the Association, and its officers, Governors, and other persons or entities deemed appropriate by the Association.

**E.** To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units and the Common Areas, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

**F.** To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

**G.** To contract for the management of the Association and any of its facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Governors or the membership of the Association.

**H.** To employ personnel to perform the services required for proper operation of the Association.

**I.** To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights.

**3. Association Property.** All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

**4. Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

#### **ARTICLE IV PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME**

The Association shall never have nor issue any shares of stock, nor shall the Association distribute any part of its income, if any, to its Members, Governors or officers. All monies and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of these Articles and the Bylaws. Nothing herein, however, shall be construed to prohibit the Association from conferring benefits upon its Members or from making any payments or distributions to Members of monies or properties permitted by Section 617.011, Florida Statutes, or a statute of similar import. The Association may, however, reimburse its Governors, officers and Members for expenses authorized and approved by the Board of Governors and incurred for and on behalf of the Association and may pay compensation in a reasonable amount to its Governors, officers and Members for actual services rendered to the Association as authorized and approved by the Board of Governors.

#### **ARTICLE V MEMBERSHIP**

A Member of the Association shall be each Person or entity who is a record Owner of a Unit and which is subject to assessment by the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to assessment by the Association.

#### **ARTICLE VI VOTING RIGHTS**

The Association shall have two classes of voting membership:

- 1. Class A.** The Class A Members shall be all Members as provided in Article V.
- 2. Class B.** The Class B Member shall be owner of the Country Club.

## **ARTICLE VII** **BOARD OF GOVERNORS**

**1. Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Governors determined by the Bylaws, but which shall consist of not less than three (3) Governors.

**2. Duties and Powers.** All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Governors, or as may be delegated to its officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

**3. Election; Removal.** Governors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Governors may be removed and vacancies on the Board of Governors shall be filled in the manner provided by the Bylaws.

## **ARTICLE VIII** **OFFICERS**

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Governors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Governors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

## **ARTICLE IX** **INDEMNIFICATION OF GOVERNORS AND OFFICERS**

**1. Indemnity.** The Association shall indemnify any officer, Governor, committee member, employee or agent ("Indemnified Person") who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of such position against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the Indemnified Person that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Members of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to Indemnified Person as permitted by Florida law. In the event of a settlement, the right

to indemnification shall not apply unless the Board of Governors approves such settlement as being in the best interest of the Association.

**2. Defense.** To the extent that an Indemnified Person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article IX, Section 1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

**3. Advances.** Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article IX. However, if the Board, by majority vote, determines that the Indemnified Person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

**4. Miscellaneous.** The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be an Indemnified Person and shall inure to the benefit of the heirs and personal representatives of such person.

**5. Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an Indemnified Person against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such.

## **ARTICLE X BYLAWS**

The Bylaws may be altered, amended or rescinded only in the manner provided for in the Bylaws.

## **ARTICLE XI DISSOLUTION**

The Association shall be dissolved if not less than seventy-five percent (75%) of the members of the Board of Governors adopt a resolution to that effect, and such resolution is approved by a vote of not less than seventy-five percent (75%) of the Members of the Association, and a decree is issued in accordance with Section 617.05, Florida Statutes.

## **ARTICLE XII DISPOSITION OF ASSETS UPON DISSOLUTION**

Upon dissolution of the Association all of its assets remaining after provision for

creditors and payment of all costs and expenses of such dissolution, shall be distributed in the following manner:

Among the Members subject to the limitations set forth herein, as tenants in common, each Member's share of the assets to be determined as may be provided in the Bylaws, or in the absence of such provision, in accordance with his voting rights. No disposition of the Association property shall be effective to divest or diminish any right or title of any Member vested in him under a deed or other recorded instrument applicable to a Unit owned by such Member unless made in accordance with provisions of such deed or instrument.

### **ARTICLE XIII AMENDMENT**

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Governors or as provided in the Bylaws, subject to the following restrictions:

**1.** A proposed amendment shall require the affirmative vote (in person or by proxy) or written consent, or by combination thereof, of Neighborhood Representatives representing at least sixty-seven percent (67%) of the total votes in the Association.

**2.** No amendment of these Articles shall be effective which impairs or dilutes any right or title of a Member vested in him under a deed or other recorded instrument applicable to a Unit owned by such Member unless made in accordance with provisions of such deed or instrument.

### **ARTICLE XIV TERMS OF EXISTENCE**

The Association shall have perpetual existence.

### **ARTICLE XV GENDER**

Whenever the masculine or singular form of a pronoun is used in these Articles, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.