

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

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD ASSOCIATION, INC.
Hereafter to be known as
WEDGE WOOD AT THE STRAND CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Wedge Wood at Pelican Strand Neighborhood Association, Inc. hereafter to be known as Wedge Wood at the Strand Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under Wedge Wood at Pelican Strand Neighborhood Association on August 5, 1999 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Wedge Wood at Pelican Strand Neighborhood Association, Inc., hereafter to be known as Wedge Wood at the Strand Condominium Association, Inc. shall henceforth be as follows:

ARTICLE I

NAME: The name of this corporation, hereinafter called the "Association," shall be Wedge Wood at the Strand Condominium Association, Inc., successor-by-merger to Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc. (hereinafter the "Condominium Associations"). Its principal place of business shall be at c/o Newell Property Management Corporation, 5435 Jaeger Road #4, Naples, FL 34109. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II

CORPORATE MERGER: It is contemplated that Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc., upon approval of these Amended and Restated Articles of Incorporation shall merge with and into Wedge Wood at Pelican Strand Neighborhood Association, Inc. hereafter to be known as Wedge Wood at the Strand Condominium Association, Inc. which shall be deemed the Surviving Corporation. In the event that the corporate merger is not approved, or the owners in one or more of the Condominiums in the effected Condominiums do not approve the requisite

EXHIBIT C

amendments to their Condominium Documents, then the amendments to this Declaration shall be void. In the event the merger and all requisite amendments are approved, then notwithstanding anything to the contrary contained in the governing documents of any of the Condominiums or the Neighborhood, all references to the "Association" shall mean the surviving corporation and all references to the Articles of Incorporation and Bylaws shall mean the Articles of Incorporation and Bylaws of the surviving corporation.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of administering the Wedge Wood Neighborhood, Wedge Wood I at Pelican Strand, a Condominium, and Wedge Wood II at Pelican Strand, a Condominium, subject to their relevant Declarations with the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood being recorded at O.R. Book 2596, Page 1556 *et. seq.*, the Declaration of Condominium for Wedge Wood I at Pelican Strand, a Condominium being recorded at O.R. Book 2596, Page 1630 *et. seq.*, and the Declaration of Condominium for Wedge Wood II at Pelican Strand, a Condominium, being recorded at O.R. Book 2649, Page 92 *et. seq.*, and as the same may be amended, and has the powers described herein. The Neighborhood Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declarations and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declarations, as they may from time to time be amended, including but not limited to the power:

- (A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens 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 corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;
- (B) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association and Condominiums;
- (C) to sue and be sued, and to enforce the provisions of the Declaration and Condominium Declarations, the Articles, the Bylaws and the reasonable rules of the Association;
- (D) 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 or Condominium Declarations to be exercised

by the Board of Directors or the membership of the Association or respective Condominiums;

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests, present and voting, in person or by proxy at a duly called meeting of the membership unless a higher vote shall be required by law.

(G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(H) to maintain, repair, replace and provide insurance for the Common Areas;

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation.

(J) to grant, modify or move easements

(K) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 718 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration and Condominium Declarations as amended from time to time.

(L) In addition to all of the foregoing powers, the Association shall be the entity responsible for the management, maintenance, operation and control of Wedge Wood I at Pelican Strand, a Condominium and Wedge Wood II at Pelican Strand, a Condominium, and Wedge Wood Neighborhood. The Association shall be the entity responsible for the enforcement of the Declaration of Restrictions of Wedge Wood at Pelican Strand Neighborhood, the Declaration of Condominium of Wedge Wood I at Pelican Strand, a Condominium and the Declaration of Condominium of Wedge Wood II at Pelican Strand, a Condominium and such reasonable rules regulating use of the Properties as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in the Declaration of Restrictions, and in all Declarations of Condominium. The Neighborhood Association is a multi-condominium association as defined in Chapter 718, Florida Statutes. The Association's authority to manage the Condominiums and the Common Elements of the Condominiums shall include all of the foregoing powers enumerated in this Article III.

(M) 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, Declarations of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: The members of the Association are the record owners of legal title to the units in Wedge Wood I at Pelican Strand, a Condominium and Wedge Wood II at Pelican Strand, a Condominium. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit solely for purposes of determining use rights.

(A) Change of Membership. A change of membership shall become effective after all the following events have occurred:

- (1) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.
- (2) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (3) Designation, in writing, of a primary occupant, which is required when title to unit is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

(B) Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the voting interests) of the Association is the total number of units in Wedge Wood I at Pelican Strand, a Condominium and Wedge Wood II at Pelican Strand, a Condominium. The vote of a unit is not divisible. The right to vote may be suspended for non-payment of regular annual assessments that are delinquent in excess of 90 days. If a unit is owned by one (1) natural person, the right to vote shall be established by the record title to the unit. If a unit is owned jointly by two (2) or more natural persons, that unit's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a unit do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a unit is other than a natural person, the vote of that unit shall be cast by the person designated on a voting certificate that is filed with the Association. All votes must be cast by a member.

(C) Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the unit at an Association meeting, as stated in Section (B), unless the joinder of all record owners is specifically required.

(D) Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section (A) above. At that time the membership of the prior owner shall be terminated automatically.

(E) Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed amend assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

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

ARTICLE VII

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 one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least a majority (50%+1) of the voting interests present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

(C) Effective Date: 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 with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of an odd number of Directors determined by resolution of the Board of Directors from time to time, but not less than three (3) Directors nor more than seven (7) Directors, and in the absence of such determination shall consist of five (5) Directors. Directors must be members of the Association. In the case of a unit owned by a corporation any officer is eligible for election to the Board of Directors. If a unit is owned by partnership, any partner is eligible for election to the Board of Directors. If a unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the unit is eligible to be elected to the Board of Directors. Directors shall be elected to one (1) year terms ending on the date of the next Annual Meeting. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided herein.

(B) The Board of Directors shall also administer the Declaration of Condominium of Wedge Wood I at Pelican Strand Condominium Association, Inc. and the Declaration of Condominium of Wedge Wood II at Pelican Strand Condominium Association, Inc. The Board of Directors shall administer the affairs of each Condominium separately when required by a Condominium's Declaration. The intent being that one Board of Directors shall manage the affairs for the Association and each Condominium individually, as necessary.

(C) Nominations and Elections of Board. Nominations and Elections shall be conducted in accordance with Florida Statutes Section 718.112, as the same may be amended from time to time. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the

Association. Any person indicating his or her desire to qualify as a candidate may also transmit to the Association at least thirty-five (35) days prior to the annual election, a separate information sheet, no larger than 8 ½ inches by 11 inches, which describes the candidate's background, education and qualification for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in, at least fourteen (14) days in advance of the election. In the election of Directors, each owner shall be entitled to cast one (1) vote per lot or unit for each vacancy to be filled, but no owner may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Directors shall be elected by a plurality of the votes cast.

(D) Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the Board at a special meeting of the Board of Directors of the Association. The successor so appointed shall fill the term of the Director being replaced until the next annual meeting. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

(E) Removal of Directors. Any Director may be removed, with or without cause, in accordance with the procedures outlined in Florida Statutes Section 718.112(1)(j), as the same may be amended from time to time.

(F) Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors.

(G) Officers. 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.

(1) Officers and Elections. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be members of the Association and elected annually by a majority vote of the Board of Directors. The positions of Secretary and Treasurer may be held by one individual or by separate individuals. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors or by a majority of the total voting interests in the Association. Any officer so removed shall return all books, records and property of the Association to the

Association within seventy-two (72) hours of their removal. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

(2) President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex-officio* a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute certificates of amendment, bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

(3) Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and they shall perform such other duties as the Board of Directors shall assign.

(4) Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

(5) Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable

effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Neighborhood Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

(6) No Compensation. No compensation shall be paid to any officer or board member for services as an officer or board member of the Neighborhood Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

ARTICLE IX

INDEMNIFICATION

(A) Indemnity. The Association shall indemnify any officer, Director, or committee member 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 the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's 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 proposed indemnitee, 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 did not 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 membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) Advances. 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 affected Director, officer, or committee member 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.

(D) 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 a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or 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 the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE X

SURFACE WATER MANAGEMENT SYSTEM:

(A) It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

ARTICLE XI

MISCELLANEOUS:

(A) Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

(B) Should any paragraph, sentence, phrase, portion or provision of these Articles be held invalid, it shall not affect the validity of the remaining instrument.

