

1 **PROPOSED AMENDED AND RESTATED**
2 **ARTICLES OF INCORPORATION**
3 **OF**
4 **WIGGINS LAKES & PRESERVE ASSOCIATION, INC.**

5 **SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION –**
6 **SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT**

7 These are the Amended and Restated Articles of Incorporation of v, a Florida corporation not for
8 profit, which was originally incorporated on January 11, 1990, under Charter Number N36116.
9 Effective September 5, 1997, Wiggins Lakes & Preserve Association, Inc. is the successor by
10 merger by and between:

11 Wiggins Lakes Master Association, Inc. (which changed its name to Wiggins Lakes & Preserve
12 Association, Inc.);

13 Wiggins Lakes Condominium Association, Inc., a Florida corporation not for profit, incorporated
14 under the same name on January 11, 1990; and

15 Wiggins Preserve Condominium Association, Inc., a Florida corporation not for profit,
16 incorporated under the same name on April 21, 1995, resulting from the merger of Wiggins
17 Preserve One Association, Inc., a Florida corporation not for profit, incorporated under the same
18 name on January 27, 1994 and Wiggins Preserve Two Association, Inc., a Florida corporation not
19 for profit, incorporated under the same name on February 22, 1994.

20 Amendments included have been added pursuant to Chapter 617, Florida Statutes (2023).

21 For historical reference, the street address of the initial principal office was 789 Wiggins Lakes
22 Drive, Naples, Florida 34110.

23 **1. NAME.** The name of the corporation is **WIGGINS LAKES & PRESERVE**
24 **ASSOCIATION, INC.** For convenience, the corporation is referred to in this instrument as the
25 “Association,” the Combined Amended and Restated Declaration of Condominium as
26 “Declaration,” these Articles of Incorporation as the “Articles,” and the Bylaws of the Association
27 as the “Bylaws.”

28 **2. PURPOSE.** The purpose for which the Association is organized is to manage, operate and
29 maintain three (3) Condominiums known as Wiggins Lakes Condominium, Wiggins Preserve
30 Condominium One and Wiggins Preserve Condominium Two (“Condominiums”) and certain
31 Association Property. Said Condominiums are operated on a not-for-profit basis for the mutual
32 use, benefit, enjoyment and advantage of the individual Residents of said Condominiums; to make
33 such improvements, additions and alterations to said Condominiums as may be necessary or
34 desirable from time to time as authorized by the respective Declaration of said Condominiums and

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1 the Bylaws of the Association; to purchase and own real or personal property; and to conduct and
2 transact all business necessary and proper in the management, operation and maintenance of said
3 Condominiums; all as agents of the Owners of the Condominium Parcels of the said
4 Condominiums.

5 **3. DEFINITIONS.** The terms used in these Articles have the same definitions and meaning
6 as those set forth in the Declaration and the Act, unless herein provided to the contrary, or unless
7 the context otherwise requires.

8 **4. POWERS.** The powers of the Association include the following:

9 **4.1 General.** The Association has all of the common-law and statutory powers of a
10 corporation not for profit under the laws of Florida that are not in conflict with the provisions of
11 the Declaration, these Articles or of the Act.

12 **4.2 Enumeration.** The Association has all the powers set forth in the Act except as
13 limited by the Declaration, these Articles, and the Bylaws (all as amended from time to time), and
14 all of the powers reasonably necessary to operate the Condominiums, including, but not limited
15 to, the following:

16 **4.2.1** To make and collect Assessments (including Special Assessments) and
17 other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of
18 its powers and duties.

19 **4.2.2** To buy, own, operate, lease, sell, license, and trade both real and personal
20 property and to grant easements and licenses as to same as may be necessary or convenient in the
21 administration of the Association and the operation of the Condominiums.

22 **4.2.3** To maintain, repair, replace, reconstruct, add to, improve, and operate the
23 Condominium Property, Association Property and any other property acquired or leased by the
24 Association.

25 **4.2.4** To purchase insurance upon the Condominium Property and insurance for
26 the protection of the Association, its Officers, Directors, Committee members, and Members as
27 Unit Owners.

28 **4.2.5** To make and amend Rules and Regulations concerning the transfer, use,
29 appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common
30 Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the
31 operation of the Association, subject to any limitations contained in the Declaration.

32 **4.2.6** To approve or disapprove the leasing, transfer, mortgaging, ownership, and
33 possession of Units as may be provided by the Declaration.

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1 **4.2.7** To enforce by legal means the provisions of the Act, other applicable laws,
2 the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the
3 Association.

4 **4.2.8** To contract for the management of the Condominiums and the Association
5 and any facilities used by the Unit Owners, and to delegate to the party with whom such contract
6 has been entered into all of the powers and duties of the Association except those which require
7 specific, non-delegable approval of the Board or the membership of the Association.

8 **4.2.9** To employ personnel to perform the services required for proper operation
9 of the Condominiums and the Association.

10 **4.2.10** To make contracts and incur liabilities, borrow money at such rates of
11 interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any
12 of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments,
13 Special Assessments, income or rights.

14 **4.3 Condominium Property.** All funds and the titles of all properties acquired by the
15 Association and their proceeds shall be held for the benefit of the Members in accordance with the
16 provisions of the Act, the Declaration, these Articles and the Bylaws.

17 **4.4 Distribution of Income.** The Association shall make no distribution of income to
18 its Members, Directors or Officers. This provision shall not apply to the distribution of insurance
19 proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination
20 or condemnation, as provided in the Declaration and the Act, nor reimbursement for expenses as
21 may be authorized by the Board.

22 **4.5 Limitation.** The powers of the Association are subject to and shall be exercised in
23 accordance with the provisions of the Declaration, these Articles, the Bylaws and the Act.

24 **5. MEMBERS.** The Members of the Association consist of all of the record Owners of Units
25 in the Condominiums, and after termination of the Condominium or Condominiums shall consist
26 of those who were Members at the time of the termination and their successors and assigns. If
27 transfer of a Unit has occurred without approval of the Association, and if in contravention of the
28 provisions of the Declaration, the Association need not recognize a record Owner as the
29 “Member,” unless the Association chooses to ratify or waive its objection to the transfer of title.

30 **5.1 Assignment.** The share of a Member in the funds and assets of the Association
31 cannot be assigned, hypothecated, pledged or transferred in any manner except as an appurtenance
32 to the Unit for which that share is held.

33 **5.2 Voting.** On all matters upon which the membership is entitled to vote, there is only
34 one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the

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1 Bylaws. Any person or entity owning more than one (1) Unit is entitled to one (1) vote for each
2 Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the
3 Condominium Documents and/or Florida law are not entitled to cast the vote assigned to the Unit
4 for which the suspension was levied during the period of suspension and such Voting Interests
5 shall be subtracted from the required number of votes when calculating any required vote or
6 quorum for the period during which such suspension exists.

7 **5.3 Meetings.** The Bylaws shall provide for an annual meeting of Members, and may
8 make provision for regular and special meetings of Members other than the annual meeting.

9 **6. TERM OF EXISTENCE.** The Association has perpetual existence.

10 **7. OFFICERS.** The affairs of the Association shall be administered by the Officers
11 designated in the Bylaws. The Officers shall be elected by the Board of the Association at its first
12 meeting following the annual meeting of the Members of the Association and shall serve at the
13 pleasure of the Board. The Bylaws may provide for the removal from office of Officers, for filling
14 vacancies, and for the duties of the Officers.

15 **8. BOARD OF DIRECTORS.**

16 **8.1 Number and Qualification.** The property, business and affairs of the Association
17 shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but
18 which shall consist of not less than three (3) Directors.

19 **8.2 Duties and Powers.** All of the duties and powers of the Association existing under
20 the Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended
21 from time to time) shall be exercised exclusively by or under the direction of the Board, as provided
22 in the Bylaws, subject only to approval by Members when such approval is specifically required.

23 **8.3 Election; Removal.** Directors of the Association shall be elected at the annual
24 meeting of the Members in the manner determined by the Bylaws. Directors may be removed and
25 vacancies on the Board shall be filled in the manner provided by the Bylaws.

26 **9. BYLAWS.** The Bylaws of the corporation may be altered, amended, or repealed in the
27 manner provided in the Bylaws.

28 **10. AMENDMENTS.** These Articles may be amended in the following manner:

29 **10.1 Proposal of Amendments.** An amendment may be proposed by the President of
30 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

31 **10.2 Proposed Amendment Format.** Proposals to amend existing Articles of
32 Incorporation shall contain the full text of the Article to be amended. New words shall be
33 underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive

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1 that this procedure would hinder rather than assist understanding, a notation must be inserted
2 immediately preceding the proposed amendment saying, “SUBSTANTIAL REWORDING OF
3 ARTICLE. SEE ARTICLE NUMBER ___ FOR PRESENT TEXT.”

4 **10.3 Notice.** Written notice setting forth the proposed amendment or a summary of the
5 changes shall be included in the notice of any meeting at which a proposed amendment is to be
6 considered or in connection with documentation for action without a meeting.

7 **10.4 Adoption of Amendments.** A resolution for the adoption of a proposed
8 amendment may be adopted by a vote of at least two-thirds ($2/3^{\text{rds}}$) of the Voting Interests of the
9 Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum
10 has been attained, or by the written agreement of at least two-thirds ($2/3^{\text{rds}}$) of the entire Voting
11 Interests. Amendments correcting errors, omissions, scrivener’s errors, violations of applicable
12 law, conflicts between the Condominium Documents, or if determined necessary and desirable by
13 the Board to comply with the requirements of the secondary mortgage market, may be executed
14 by the Officers of the Association, upon Board approval, without need for Association membership
15 vote. The Board may also adopt amendments necessary to comply with the requirements of any
16 governmental entity.

17 **10.5 Effective Date.** An amendment when adopted shall become effective after being
18 recorded in the Collier County Public Records according to law and filed with the Secretary of
19 State according to law.

20 **10.6 Automatic Amendment.** These Articles shall be deemed amended, if necessary,
21 so as to make the same consistent with the provisions of the Declaration. Whenever the Act,
22 Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended
23 from time to time, are amended to impose procedural requirements less stringent than set forth in
24 these Articles, the Board may operate the Association pursuant to the less stringent requirements
25 without the need to change these Articles. The Board, without a vote of the Members, may also
26 adopt by majority vote, amendments to these Articles of Incorporation as the Board deems
27 necessary to comply with such operational changes as may be enacted by future amendments to
28 Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for
29 the operation of the Association, all as amended from time to time.

30 **10.7 Proviso.** No amendment shall change the configuration of any Unit or the share in
31 the Common Elements appurtenant to it, or increase the Owner’s proportionate share of the
32 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the
33 mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners
34 approve the amendment.

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1 **11. INDEMNIFICATION.**

2 **11.1 Indemnity.** The Association shall indemnify any Officer, Director, or Committee
3 member who was or is a party or is threatened to be made a party to any threatened, pending, or
4 contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative,
5 by reason of the fact that he or she is or was a Director, Officer, or Committee member of the
6 Association, against expenses (including attorneys’ fees and appellate attorneys’ fees), judgments,
7 fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection
8 with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines,
9 after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she
10 did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to
11 the best interest of the Association, and, with respect to any criminal action or proceeding, that he
12 or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also
13 determines specifically that indemnification should be denied. The termination of any action, suit,
14 or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its
15 equivalent shall not, of itself, create a presumption that the person failed to act in good faith and
16 in a manner which he or she reasonably believed to be in or not opposed to the best interest of the
17 Association, and with respect to any criminal action or proceeding, had reasonable cause to believe
18 that his or her conduct was unlawful. It is the intent of the membership of the Association, by the
19 adoption of this provision, to provide the most comprehensive indemnification possible to their
20 Officers, Directors, and Committee members as permitted by Florida law. In the event of a
21 settlement, the right to indemnification shall not apply unless the Board approves such settlement
22 as being in the best interest of the Association.

23 **11.2 Defense.** To the extent that a Director, Officer, or Committee member of the
24 Association has been successful on the merits or otherwise in defense of any action, suit, or
25 proceeding referred to in Article 11.1, or in defense of any claim, issue, or matter therein, he or
26 she shall be indemnified against expenses (including attorneys’ fees and appellate attorneys’ fees)
27 actually and reasonably incurred by him or her in connection therewith.

28 **11.3 Advances.** Reasonable expenses incurred in defending a civil or criminal action,
29 suit, or proceeding shall be paid by the Association in advance of the final disposition of such
30 action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director,
31 Officer, or Committee member to repay such amount if it shall ultimately be determined that he or
32 she is not entitled to be indemnified by the Association as authorized by this Article 11. However,
33 if the Board, by majority vote, determines that the person seeking advancement did not act in good
34 faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of
35 the Association, and, with respect to any criminal action or proceeding, that he or she had
36 reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated
37 to pay for any expenses incurred prior to the final disposition of the subject action.

38 **11.4 Miscellaneous.** The indemnification provided by this Article 11 shall not be
39 deemed exclusive of any other rights to which those seeking indemnification may be entitled under

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1 any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has
2 ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs
3 and personal representatives of such person.

4 **11.5 Insurance.** The Association has the power to purchase and maintain insurance on
5 behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of
6 the Association, or a Director, Officer, employee, or agent of another corporation, partnership,
7 joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred
8 by him or her in any such capacity, or arising out of his or her status as such, whether or not the
9 Association would have the duty to indemnify him or her against such liability under the provisions
10 of this Article.

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