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**WESMERE COVE PROPERTY OWNERS ASSOCIATION, INC.**

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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
WESMERE COVE PROPERTY OWNERS ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

We, the undersigned, being the President and Secretary of Wesmere Cove Property Owners Association, Inc., a Florida corporation not for profit ("Association"), in accordance with its Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on October 4, 2004, pursuant to Chapter 617 of the laws of the State of Florida.
2. The original Articles of Incorporation of the Association ("Original Articles") are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes, and Article XIV of the Original Articles by the Board of Directors of the Association.
3. These Amended and Restated Articles of Incorporation were duly adopted by written consent dated February 12, 2008.
4. These Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.
5. As so adopted, these Amended and Restated Articles of Incorporation replace the Original Articles in their entirety and are substituted therefor.

**ARTICLE I  
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the meanings ascribed to such terms in that certain Amended and Restated Master Declaration of Covenants and Restrictions for Wesmere Cove ("Master Declaration") to be recorded in the Public Records of Orange County, Florida.

**ARTICLE II  
NAME**

The name of this corporation shall be the WESMERE COVE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Master Association, whose present address is 17160 Royal Palm Boulevard, Suite 2, Weston, Florida 33326.

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ARTICLE III  
PURPOSE

The purpose for which the Master Association is organized is to take title to, operate, administer and maintain the Master Association Property and the Surface Water and Stormwater Management System in accordance with the terms, provisions and conditions contained in the Master Documents and to carry out the covenants and enforce the provisions relative to the Master Association as set forth in the Master Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Master Association.

ARTICLE IV  
POWERS

The powers of the Master Association shall include and be governed by the following provisions:

A. The Master Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Master Declaration or Bylaws.

B. The Master Association shall have all of the powers granted to the Master Association in the Master Declaration. All of the provisions of the Master Declaration and Bylaws are incorporated into these Articles for the purpose of establishing the Master Association's powers necessary for it to act as contemplated by the Master Declaration.

C. The Master Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Master Documents;

2. To make, establish, amend abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Master Association Property and the Surface Water and Stormwater Management System;

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Common Expenses and other costs defined in the Master Declaration and costs of collection, and to use and expend the proceeds of such Assessments in the exercise of its powers and duties of the Master Association;

4. To own, maintain, repair, replace, operate and convey the Master Association Property and the Surface Water and Stormwater Management System in accordance with the Master Documents;

5. To enforce by legal means the obligations of the membership of the Master Association and the provisions of the Master Documents;

6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Master Association Property and the Surface Water and Stormwater Management System and to enter into any other agreements consistent with the purposes of the Master Association;

7. To enter into the Master Documents and any amendments thereto and instruments referred to therein;

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Master Association mandate to keep and maintain the Master Association Property and the Surface Water and Stormwater Management System in a proper and aesthetically pleasing condition;

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Master Association Property and the Surface Water and Stormwater Management System in accordance with the Master Declaration and, as security for any such loan, to collaterally assign the Master Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan; and

ARTICLE V  
MEMBERS AND VOTING

The qualification of Members of the Master Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting shall be as follows:

A. All Owners of any portion of the Commercial Parcel and the Multifamily Parcel shall be Members of the Master Association but shall not have any voting rights in the Master Association. All voting shall be by the Board as set forth in Article X hereof. The School Parcel shall not designate any Directors and the School Parcel Owner shall not be a Member of the Master Association.

B. No Member may assign, hypothecate or transfer in any manner its membership in the Master Association except as an appurtenance to its Parcel or portion thereof.

C. Any Member who conveys or loses title to a Parcel or a portion thereof by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel or portion thereof and shall lose all rights and privileges of a Member resulting from ownership of such Parcel or portion thereof.

ARTICLE VI  
TERM

The term for which this Master Association is to exist shall be perpetual. In the event of a termination or dissolution of the Master Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Master Association shall be conveyed to a similar owners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved corporation and its properties in the place and stead of the dissolved corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved corporation and its properties. With regard to the Surface Water and Stormwater Management System, in the event of a termination or dissolution of the Master Association, the responsibility for the operation and maintenance of the system shall be transferred to and accepted by any entity which complies with Section 40C-42,027, F.A.C., and be approved in writing by the St. Johns River Water Management District prior to such termination or dissolution.

ARTICLE VII  
INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Harry S. Rosen, 17160 Royal Palm Boulevard, Suite 2, Weston, Florida 33326.

ARTICLE VIII  
OFFICERS

A. The affairs of the Master Association shall be managed by the President of the Master Association, assisted by a Vice President, Secretary and Treasurer.

B. The Board shall elect the President, Secretary and Treasurer as many Vice Presidents as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

ARTICLE IX  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	John B. Shoemaker
Vice President	Harry S. Rosen
Secretary/Treasurer	Nichol Bolander

ARTICLE X  
BOARD OF DIRECTORS

A. There shall be three (3) members on the Board. The Owner(s) of the Multifamily Parcel shall appoint two (2) Directors to the Board and the Owner(s) of the Commercial Parcel shall appoint one (1) Director to the Board, which Directors shall each have one (1) vote. Directors shall serve at the pleasure of and until replaced by the Owners entitle to have appointed them. Directors appointed by the Owner(s) of the Multifamily Parcel can only be replaced or removed by the Owner(s) of the Multifamily Parcel and the Director appointed by the Owner(s) of the Commercial Parcel can only be replaced or removed by the Owner(s) of the Commercial Parcel. If the Multifamily Parcel or the Commercial Parcel is governed in whole or in part by a Sub-Association(s), the Sub-Association(s) for such Parcel or portions thereof shall represent and act on behalf of all the Owners of any portion of the Parcel governed by such Sub-Association(s). The decision of who shall serve as Directors as determined by the Owners of the Multifamily Parcel and the Commercial Parcel, shall be made outside of the workings or operations of the Master Association and made in such manner as may be established pursuant to a declaration(s) of condominium or declaration(s) of covenants and restrictions that may govern the Multifamily Parcel or Commercial Parcel, as applicable. The appointment of Directors as provided herein shall be on an annual basis and the appointment shall be made as of January 1<sup>st</sup> of each calendar year by written notice to the Master Association addressed to the Secretary of the Association. Until a successor director, as applicable, is appointed, the current Director shall continue to serve until replaced.

B. The names and street addresses of the persons who are to serve on the Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
John B. Shoemaker	61 West Colonial Drive Orlando, Florida 32801
Harry S. Rosen	61 West Colonial Drive Orlando, Florida 32801
Nichol Bolander	61 West Colonial Drive Orlando, Florida 32801

C. The Board so selected pursuant to this Article X shall serve a term of one (1) year and until the annual meeting of Directors following the expiration of the one-year term whereupon a new Board shall be appointed in the manner provided herein and as set forth in the Bylaws. Vacancies on the Board shall be filled in accordance with the Bylaws.

ARTICLE XI  
INDEMNIFICATION AND LIMITED LIABILITY

A. Each and every Director and officer of the Master Association shall be indemnified by the Master Association against all costs, expenses and liabilities, including attorney and paralegal

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fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon by him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Master Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Master Association. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Master Association may be entitled by common or statutory law.

B. The Master Association, the Board of Directors, Master Declarant and any member, agent, or employee of any of the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

ARTICLE XII  
BYLAWS

The Amended and Restated Bylaws of the Master Association shall be adopted by the Board and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII  
AMENDMENTS

A. These Articles may be amended only as follows:

1. (a) Any number of proposed amendments may be submitted to the Board and voted upon by the Board at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each director within the time and in the manner provided in the Bylaws for the giving of notice of meetings of the Board.

(c) At such meeting a vote of the Board shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of all Directors.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Master Declaration or any amendments or supplements thereto.

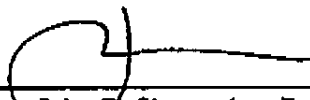
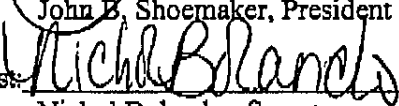
C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Master Declaration is recorded, a certified copy of each amendment or the Articles as restated to include such amendment shall be recorded amongst the Public Records of the County.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Master Declarant, without the prior written consent thereto by Master Declarant; or (ii) any Institutional Lender without the prior written consent of such Institutional Lender.

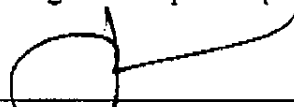
ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is 61 West Colonial Drive, Orlando, Florida 32801, and the initial registered agent of the Master Association at that address shall be John B. Shoemaker.

The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were duly adopted by the Members of the Association on the 12th day of February 2008.

By:   
John B. Shoemaker, President  
Attest:   
Nichol Bolendar, Secretary

The undersigned hereby accepts the designation of Registered Agent of Wesmere Cove Property Owners Association, Inc. as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under, Florida Statutes, Chapter 617.

  
John B. Shoemaker, Registered Agent