

N36646

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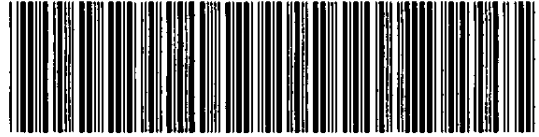
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

09 MAR 23 PM 12:56

FILED

03/25/09

Amended

Restated  
Art.

THE LAW OFFICES OF  
**BRUDNY & RABIN, P.A.**

March 19, 2009

Secretary of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Re: Certificate of Amendment to Articles of Incorporation  
Wyndtree Phase 2 Assn., Inc.

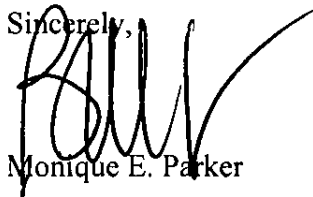
Gentlemen:

Please find enclosed the original of a Certificate of Amendment to the Articles of Incorporation of Wyndtree Phase 2 Assn., Inc., which I would appreciate your filing. My check in the amount of \$35.00 is enclosed herewith.

Also enclosed is a copy of the Certificate which I would appreciate your stamping and returning to me for my records in the enclosed self-addressed envelope.

Thank you for your assistance in this matter, and if you have any questions, please do not hesitate to contact me.

Sincerely,



Monique E. Parker

MEP/pb

Enclosures

cc: Wyndtree Phase 2 Assn., Inc.

882/State-FileCertificate9-0319

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
FOR  
WYNDTREE PHASE 2 ASSN., INC.**

**FILED**  
09 MAR 23 PM 12:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

These are the Amended and Restated Articles of Incorporation of Wyndtree Phase 2 Assn., Inc., which amend and restate the Articles of Incorporation of the Association filed with the Secretary of State on February 12, 1990, bearing Document Number N36646. The Articles of Incorporation were not attached to the Declaration of Covenants, Conditions and Restrictions at the time of the recording of said Declaration in the Public Records of Pasco County, Florida, nor have the Articles of Incorporation been subsequently recorded in said records.

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean and refer to these Articles of Incorporation of the Association (as hereinafter defined), including any and all amendments or modifications thereof.

Section 2. "Association" shall mean and refer to Wyndtree Phase 2 Assn., Inc., a Florida corporation not for profit, its successors and assigns.

Section 3. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 4. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 5. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Local Common Areas (as hereinafter defined); medians, shoulders, roadways and certain boundary walls and entrance signs within the Properties (as hereinafter defined) or any reimbursement to the Wyndtree Master Community Association, Inc. if such Master Association performs any of the foregoing on behalf of the Association and charges the Association therefore.

Section 6. "County" shall mean and refer to Pasco County, Florida.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Wyndtree Phase 2, and any amendments or modifications thereof hereafter made from time to time.

Section 8. "Dwelling Unit" shall mean and refer to single-family residential home constructed upon a Lot (as hereinafter defined).

Section 9. "Lot" shall mean and refer to the least fractional part in the subdivided lands within the Plat (as hereinafter defined) and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified, provided, however, that "Lot" shall not mean any Local Common Area or parcel of land designated as a "Tract".

Section 10. "Local Common Area" shall mean and refer to all real property, including the improvements thereto, owned from time to time by the Association for the common use and enjoyment of the members of said Association.

Section 11. "Master Association" shall mean and refer to the Wyndtree Master Community Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 12. "Master Declaration" shall mean and refer to that certain Master Declaration of Covenants, Conditions and Restrictions for Wyndtree Master Community Association, Inc. as recorded in Official Records Book 1784 at Page 0977, et seq., of the Public Records of the County.

Section 13. "Owner" means the fee simple owner or owners of a Lot.

Section 14. "Parcel" shall mean and refer to any part of the Properties (as hereinafter defined) when said Parcel is recorded in the Public Records of the County, other than a Local Common Area, Lots, dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots.

Section 15. "Plat" means the plat of the Properties (as hereinafter defined) when said plat is recorded in the Public Records of the County.

Section 16. "Properties" shall mean and refer to the real property described in Exhibit "A" to the Declaration.

Section 17. "Structure" shall mean and refer to the structure as that term is defined by Zoning Ordinance of the County in effect at the time of the recording of this Declaration.

Section 18. "Voting Member" shall mean and refer to any Owner who is authorized to cast the vote for the Lot they own as set forth in this Declaration.

Section 19. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## ARTICLE II

### NAME

Section 1. Name. The name of this corporation is Wyndtree Phase 2 Assn., Inc., hereafter called the "Association".

## ARTICLE III

### OFFICE

Section 1. Office. The initial principal office of this Association shall be designated by action of the Board of Directors as necessary from time to time.

## ARTICLE IV

### PURPOSE AND POWERS OF THE ASSOCIATION

Section 1. Generally. This Association does not contemplate pecuniary gain, or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the Properties, and any additions thereto as may hereafter be brought within the jurisdiction of this Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance of the Local Common Areas and certain other land within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration. All terms defined in the Declaration shall have the same meaning as set forth in the Declaration when used herein, such Declaration as amended from time to time, being incorporated herein by reference. For the foregoing purposes, this Association is empowered to:

(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(c) acquire, either 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 this Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the members participating in the voting, in person or by proxy, at a meeting duly called for such purpose, and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer in fee simple all or any part of this Association's property to any public bodies or governmental agencies or authorities, or public or private utility companies for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) vote the members participating in the voting, in person or by proxy, at a meeting duly called for such purpose; provided, however, no such approval shall be required in order to convey property for use as a well site or pumping station, lift station, retention pond or such other incidental or related use; and further provided that no such conveyance shall materially limit or alter the ingress and egress to any Lot;

(f) grant easements as to the Local Common Areas to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(g) participate in mergers and consolidations with other corporations not for profit organized for similar purposes, provided that any such merger or consolidation, shall have the assent of two-thirds (2/3) of all members;

(h) from time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Local Common Areas and Lots, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions, of these Articles of Incorporation;

(i) contract for the maintenance and management of the Local Common Areas, and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration; and

(j) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes, may now or hereafter have or exercise.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS

Section 1. General Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations, and the Declaration. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two (2) or more persons or other legal entities, all such persons or entities shall be members. An Owner of more than one (1) Lot shall be entitled to one (1) membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot to the grantee named in such conveyance.

Section 2. Voting Members. Where more than one person or entity shall at any time be the Owner of a Lot, the vote allocable to such Lot shall be exercised as such Owners mutually determine as long as only one vote is cast per Lot. In the event more than one vote is cast for a particular Lot, the votes will not be counted. The vote of an Owner which is not a natural person shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity

(b) Voting. The Owners of any Lot shall have one (1) vote for each Lot owned by them subject, however, to the requirements and limitations set forth in Section 2 of this Article.

## ARTICLE VI

### BOARD OF DIRECTORS

Section 1. Generally. The affairs of this Association shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the By-Laws of this Association but shall never be less than three (3). Officers shall be elected at the Board of Directors meeting next following each annual meeting of members. Officers need not be members of the Association.

## ARTICLE VIII

### DISSOLUTION

Section 1. Dissolution. This Association may be dissolved with the assent given in writing and signed by Members entitled to cast not less than two-thirds (2/3) of the votes of the total members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that

such dedication is refused, such assets shall be granted, conveyed and assigned to any corporation not for profit, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

## ARTICLE IX

### DURATION

Section 1. Duration. This Association shall exist perpetually.

## ARTICLE X

### BY-LAWS

Section 1. By-Laws. The By-Laws of this Association shall be initially adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded by a majority vote of the Board of Directors.

## ARTICLE XI

### AMENDMENT

Section 1. Generally. These Articles may be amended by an affirmative vote of two-thirds (2/3) of the members who participate in the voting, in person or by proxy, at a meeting duly called for such purpose.

## ARTICLE XII

### INDEMNIFICATION

Section 1. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association to the fullest extent permitted by law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement or any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred.



## ARTICLE XIII

### INTERPRETATION

Section 1. Interpretation. Express reference is hereby made to the terms, provisions, definitions and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, therefore, to the extent not prohibited by law, the provisions of these Articles of Incorporation shall be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results with the provisions of the Declaration. In the event of a conflict within the Association's governing documents, the terms of the Declaration shall control, followed by the terms of the Articles of Incorporation and the Bylaws.

END OF AMENDED AND RESTATED ARTICLES OF INCORPORATION

Prepared By and Return to:  
Monique E. Parker, Esquire  
Brudny & Rabin, P.A.  
200 North Pine Avenue  
Oldsmar, Florida 34677

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION  
FOR  
WYNDTREE PHASE 2 ASSN., INC.

This is to certify that at a duly called meeting of the members of Wyndtree Phase 2 Assn., Inc. (the "Association") held on February 24, 2009, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Articles of Incorporation for Wyndtree Phase 2 Assn., Inc. attached hereto as Exhibit "A", were duly adopted by the membership. Pursuant to F.S. Section 617.1006(3), the number of votes cast for the amendment was sufficient for approval. The Articles of Incorporation were originally filed with the Secretary of State on February 12, 1990, bearing document number N36646.

IN WITNESS WHEREOF, WYNDTREE PHASE 2 ASSN., INC. has caused this instrument to be signed by its duly authorized officer on this 16<sup>th</sup> day of March, 2009.

Keisha Spencer  
Signature of Witness #1  
Keisha Spencer  
Printed Name of Witness #1  
[Signature]  
Signature of Witness #2  
Sharon E. GORDON  
Printed Name of Witness #2

WYNDTREE PHASE 2 ASSN., INC.

By: [Signature]  
Signature  
Joseph T. Blumberg, President  
Printed Name and Title



STATE OF FLORIDA            )  
COUNTY OF PASCO         )

The foregoing instrument was acknowledged before me this 16 day of March, 2009, by Joe Blumberg as President of WYNDTREE PHASE 2 ASSN., INC. on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Shari L. Peterman  
Printed Name