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11/17/05  
H. Mendy & Co



November 10, 2005

**Via Federal Express**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32314

Re: Amended and Restated Articles of Incorporation of Lake Wilson Preserve Home Owners Association, a Not for Profit Corporation (Document Number N03000009994)

To whom it may concern:

Enclosed please find an original and one copy of Amended and Restated Articles of Incorporation of Lake Wilson Preserve Home Owners Association, a Not for Profit Corporation. I am also enclosing your filing fee in the amount of \$43.75 (\$35.00 for filing and \$8.75 for a Certified Copy).

If you have any questions, please do not hesitate to contact me at (772) 337-5080.

Sincerely,

  
John W. Chapman, Esq.  
Corporate Counsel

**PARAMOUNT QUALITY HOMES CORP.**

1597 S.E. Port St. Lucie Blvd.  
Port St. Lucie, FL 34952  
Office: (772) 337-5080  
Fax: (772) 337-9943

990 West Highway 50, Suite 101  
Clermont, FL 34711  
(352) 243-0374  
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88 Sunnyside Blvd., Suite 207  
Plainview, N.Y. 11803  
Office: (516) 349-8184  
Fax: (516) 349-8187

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF LAKE WILSON PRESERVE HOME OWNERS ASSOCIATION A NOT FOR  
PROFIT CORPORATION**

Pursuant to the provisions of section 617.1007, Florida Statutes, the Board of Directors of this Florida Not For Profit Corporation amends and restates its Articles of Incorporation as follows:

**ARTICLE I  
NAME**

The name of this corporation shall be LAKE WILSON PRESERVE HOME OWNERS ASSOCIATION A NOT FOR PROFIT CORPORATION.

**ARTICLE II  
PRINCIPAL OFFICE AND REGISTERED AGENT**

The street address of the principal office of the Corporation shall be 1597 SE Port St. Lucie Blvd., Port St. Lucie, Florida 34952. The Registered Agent at that address shall be David Schreier.

**ARTICLE III  
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the LAKE WILSON PRESERVE Documents.
3. "Association" means LAKE WILSON PRESERVE HOME OWNERS ASSOCIATION A NOT FOR PROFIT CORPORATION.
4. "Association Property" means the property more particularly described in the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" means the Bylaws of the Association and any amendments thereto.

7. "County" means Polk County, Florida.
8. "Declarant" means Paramount Quality Homes Corp., a Florida corporation, and any successor or assign thereof to which Declarant specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.
9. "Declaration" means the Declaration of Restrictive Covenants for LAKE WILSON PRESERVE, which is recorded amongst the Public Records of the County, and any amendments thereto.
10. "Director" means a member of the Board.
11. "Home" means a residential dwelling unit constructed within LAKE WILSON PRESERVE which is designed and intended for use and occupancy as a single-family residence.
12. "Lot" means and refers to any parcel of land within LAKE WILSON PRESERVE as shown on the Plat or any "Additional Plat" (as such term is defined in the Declaration) upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land within LAKE WILSON PRESERVE that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot.
13. "Member" means a member of the Association.
14. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the LAKE WILSON PRESERVE Documents and includes, but is not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining, financing or repairing, but not reconstructing, replacing or improving, the Association Property or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties as set forth in the LAKE WILSON PRESERVE Documents.
15. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within LAKE WILSON PRESERVE, and includes Declarant for so long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.
16. "Plat" means the plat of LAKE WILSON PRESERVE to be recorded in the

Public Records of the County. In the event an Additional Plat is recorded among the Public Records of the County, then the term "Plat" as used herein shall also mean the Additional Plat.

17. "LAKE WILSON PRESERVE" means the planned residential development located in Polk County, Florida which encompasses the "Property" (as defined in the Declaration), and is intended to comprise ninety-six homes and the Association Property.

18. "LAKE WILSON PRESERVE Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws, the Plat and Additional Plat, if any, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Declaration).

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

#### **ARTICLE IV** **PURPOSES**

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in, the LAKE WILSON PRESERVE Documents and to carry out the covenants and enforce the provisions of the LAKE WILSON PRESERVE Documents.

#### **ARTICLE V** **POWERS**

The Association shall have the following powers and shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit.
2. The Association shall have all of the powers granted to the Association in the LAKE WILSON PRESERVE Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.
3. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:
  - a. To perform any act required or contemplated by it under the LAKE WILSON PRESERVE Documents.

- b. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property.
- c. To own and convey property.
- d. To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- e. To sue and be sued.
- f. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.
- g. To maintain, repair, replace and operate the Association Property in accordance with the LAKE WILSON PRESERVE Documents.
- h. To enforce by legal means the obligations of the Members and the provisions of the LAKE WILSON PRESERVE Documents.
- i. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and the surface water management system facilities, and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.
- j. To enter into the Declaration and any amendments thereto and instruments referred to therein.
- k. 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 Association mandate to keep and maintain LAKE WILSON PRESERVE in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at LAKE WILSON PRESERVE.

1. Take any other action necessary for the purposes for which the Association is organized.

## **ARTICLE VI**

### **MEMBERS AND VOTING**

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

1. Declarant shall be a Member as to each of the Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.
2. All lot owners, parcel owners or unit owners must be members of the Association. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County.
3. The Association shall have two (2) classes of voting membership:
  - a. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot owned.
  - b. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):
    - i. Thirty (30) days after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Article X.3. hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or
    - ii. At such time as Declarant shall designate in writing to the Association.
  - c. On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

4. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the LAKE WILSON PRESERVE Documents.

5. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

6. Any Member who conveys or loses title to a Lot 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 Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

7. There shall be only one (1) vote for each Lot, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is notified with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- a. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.
- b. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.



- c. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse *may* cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

8. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

## ARTICLE VII TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of dissolution, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

## ARTICLE VIII INCORPORATOR

The name and address of the Incorporator of these Articles is:

David Schreier  
1597 SE Port St. Lucie Blvd.  
Port St. Lucie, Florida 34952

## ARTICLE IX OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, 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 office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

#### **ARTICLE X** **FIRST OFFICERS**

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

President -	Martin Schaffer	1597 SE Port St. Lucie Blvd., Port St. Lucie, Florida 34952
Vice President -	David Schreier	1597 SE Port St. Lucie Blvd., Port St. Lucie, Florida 34952
Secretary/ Treasurer -	Gary Gebelhoff	990 West Highway 50, Suite 101, Clermont, Florida 34711

#### **ARTICLE XI** **BOARD OF DIRECTORS**

1. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected: Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. There shall be only one (1) vote for each Director.

2. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Gary Gebelhoff	990 West Highway 50, Suite 101, Clermont, Florida 34711
Martin Schaffer	1597 SE Port St. Lucie Blvd., Port St. Lucie, Florida 34952
David Schreier	1597 SE Port St. Lucie Blvd., Port St. Lucie, Florida 34952

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

3. For purposes of this paragraph, "Total Developed Lots" shall mean the Developed Lots which Declarant intends to develop in LAKE WILSON PRESERVE. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for LAKE WILSON PRESERVE and to add land to and withdraw land from LAKE WILSON PRESERVE and, therefore, the total number of Lots and Homes within LAKE WILSON PRESERVE, and thus the term "Total Developed Lots," may refer to a number greater or lesser than 154. The number of Lots added to or withdrawn from LAKE WILSON PRESERVE and the revised number of "Total Developed Lots" will be set forth in a Supplemental Declaration recorded in the County if additional land is added to or withdrawn from LAKE WILSON PRESERVE.

4. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

5. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

6. The Board shall continue to be so designated and elected, as described in Paragraph 5 above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

7. A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Purchaser Members for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members.

8. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph 4 hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

9. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

- a. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or
- b. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors. Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph 7 of this Article XI, and all of the Directors shall be elected by the Purchaser Members at such meeting.

10. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

- a. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and
- b. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

11. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money,

accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variance, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

## **ARTICLE XII**

### **INDEMNIFICATION**

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the 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. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XII 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 Association, and in the event a Director or officer admits that he is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XII shall not apply. The foregoing right of indemnification provided in this Article XII shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

## **ARTICLE XIII**

### **BYLAWS**

The Bylaws shall be adopted by the First 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 XIV**

### **AMENDMENTS**

1. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

2. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.
3. After the Turnover Date, these Articles may be amended in the following manner:
  - a. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them 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 Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.
  - c. At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the voting interests.
4. In the alternative, an amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.
5. These Articles may not be amended without the written consent of a majority of the members of the Board.
6. Notwithstanding any provisions of this Article XIV to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.
7. Notwithstanding the foregoing provisions of this Article XIV, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article XI hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.
8. Any instrument amending these Articles shall identify the particular Article or Articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded

amongst the Public Records of the County.

**ADOPTION OF AMENDED AND RESTATED ARTICLES**

The amendments contained in these Articles were adopted by the Board of Directors and no members were entitled to vote on the amendments.

IN WITNESS WHEREOF, the undersigned, being the Incorporator, Vice President and a Director of the Not for Profit Corporation has executed these Amended and Restated Articles of Incorporation this 10th day of October, 2005.

**INCORPORATOR, OFFICER AND DIRECTOR**

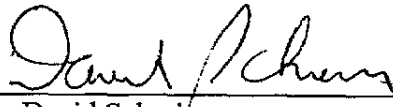
By: David Schreier  
David Schreier, Incorporator, Vice President and Director

**ACCEPTANCE OF REGISTERED AGENT**  
**BY INITIAL REGISTERED AGENT**

THE UNDERSIGNED, having been named in Article III of the foregoing Articles of Incorporation as Registered Agent at the office designated therein, hereby accepts such appointment and agrees to act in such capacity. The undersigned hereby states that he is familiar with, and accepts, the obligations set forth in Section 617.0501, Florida Statutes, and the undersigned will further comply with any other provisions of law made applicable to it as Registered Agent of the Corporation.

DATED this 10th day of October, 2005.

REGISTERED AGENT:

By:   
David Schreier