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515 EAST PARK AVENUE  
TALLAHASSEE, FL 32301  
222-1173

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CONTACT: ASHLEY SMITH

DATE: 12-31-2008

REF. #: 001455.97705

CORP. NAME: NORTH WYMORE CONDOMINIUM ASSOCIATION, INC.

222-1173  
Ashley

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|---|---|--|
| <input checked="" type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT  | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT                        | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION                | <input type="checkbox"/> LIMITED PARTNERSHIP    | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT                        | <input type="checkbox"/> MERGER                 | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION          |   |  |
| <input type="checkbox"/> OTHER:                               |   |  |

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION**  
**OF**  
**NORTH WYMORE CONDOMINIUM ASSOCIATION, INC.**  
**(A Corporation Not-For-Profit)**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation.

**ARTICLE I - NAME**

The name of this Corporation shall be NORTH WYMORE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, whose present address is 4000 Avalon Road, Winter Garden, Florida 34787, hereinafter referred to as the "Association".

**ARTICLE II - PURPOSE**

The purpose for which the Association is organized is to promote the benefit of the members of the Association and to operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

**ARTICLE III - DEFINITIONS**

The terms used in these Articles and the Bylaws shall have the same definitions as those set forth in the Declaration of Condominium for North Wymore, a Condominium, and in the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV - POWERS AND DUTIES**

The Association shall have the following powers and duties:

4.1 All of the common law and statutory powers of a not-for-profit corporation under the laws of the State of Florida that are not in conflict with the provisions of these Articles and the Act, as amended from time to time.

4.2 To administer, enforce, carry out and perform all of the acts, functions, rights and duties except as limited by the Act, Declaration of Condominium, these Articles and the Bylaws including, but not limited to, the following:

(a) To own, purchase, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property as may be necessary or convenient in the administration of the Condominium Property or Association property, if any. The Association shall not have the power to sell, mortgage or encumber any of the Association's real or personal property without the unanimous approval of the Unit Owners.

(b) To make and collect Assessments and other charges against members of the Association

as Unit Owners to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties.

(c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property and other property acquired or leased by the Association for use by its members.

(d) To purchase insurance upon the Condominium Property or any other property owned by the Association, and insurance for the protection of the Association, the members of the Board of Directors, the officers of the Association and the members, and such other parties as the Association may determine.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units, Common Elements, recreational facilities, and other areas within the Condominium Property or any property owned by the Association, and for the benefit of the Association's members, which power shall include the authority to impose fines for violation of such rules and regulations.

(f) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations of the Association.

(g) To contract for the management and maintenance of the Condominium and to authorize a management agency or company (which may be the Developer or an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and/or replacement of the Common Elements with funds as shall be made available by the Association for such purposes, as well as exercising such other powers and rights delegated to it by the Association, which powers and rights are vested in the Association by virtue of the Declaration, the Articles, the Bylaws and the Condominium Act. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of the rules, and execution of contracts on behalf of the Association. Any management and any other contracts or leases executed on behalf of the Association shall be terminable by the Association without cause upon thirty (30) days written notice without payment of a termination fee, and the term of any such agreement (except insurance policies) shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

(h) To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for the proper operation of the Condominium and/or to contract with others, for the performance of such obligations, services and/or duties. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

(i) To pay taxes and assessments which are liens against any part of the Condominium Property, other than individual Units and the appurtenances thereto, and to assess the same against the Units subject to such liens.

(j) To pay the cost of all power, water, sewer and other utility services rendered to the

Condominium and not billed to owners of individual Units.

(k) The Association shall have the power to purchase Units in the Condominium and to hold, lease, mortgage and convey same. The Association shall have the power to own and convey property.

(l) To maintain bank accounts on behalf of the Association.

(m) To levy fines against Unit Owners and/or tenants for violations of the Declaration, these Articles of Incorporation, the Bylaws and the Rules and Regulations established by the Association to govern the Units in North Wymore, a Condominium. The Board of Directors shall establish a procedure for the levy of such fines, which procedure shall be adopted as a part of the Rules and Regulations of the Association.

(n) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

(o) To appoint such committees from the membership of the Association as are deemed appropriate by the Board of Directors and to make non-binding recommendations to the Board of Directors. In making such appointments, the Board may consider, in its sole discretion, the specific areas of expertise of its membership that may be beneficial to such committees.

4.3 The Association shall make no distributions of income to its members, Directors or Officers.

4.4 The Association shall have the power to merge or consolidate with other condominium associations and transfer the properties, rights and obligations of the Association to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration, together with the covenants and restrictions established by such other association. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by the Declaration, except as provided in the Declaration.

#### ARTICLE V - MEMBERS

5.1 The members of the Association shall consist of all the record owners of Units, even if any such Units are proposed to be built and/or have not yet been completed, Membership shall be established as to each Unit upon the recording of a Declaration, or any amendment to a Declaration, submitting the property that included the Unit to the Condominium Form of Ownership. Upon the transfer of ownership of fee title to, or fee interest in, a Unit, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the Condominium is located of the deed or other instruments establishing the acquisition and designating the Unit affected thereby, the new Unit Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Unit Owner as to the Unit designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has received a true copy of the applicable deed or other instrument together with the new owner's mailing address and his local agent (if any) if the new owner resides outside of the State of Florida. Prior to the recording of any Declaration, the incorporator shall be the sole member of the Association.

5.2 The share of each Unit Owner in the funds and assets of the Association, the Common Elements, and the Common Surplus, and any membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that membership is established.

5.3 On all matters upon which the membership shall be entitled to vote, each Unit Owner shall be entitled to one vote for each Unit for which it holds fee simple title. In the event any Unit is owned by more than one person and/or by any entity, the vote for such Unit shall be cast in the manner provided by the Declaration and Bylaws. Each Unit Owner shall be entitled to one vote for each Unit it owns.

5.4 The Bylaws shall provide for an annual meeting of the members of the Association and may make provision for regular and special meetings.

#### ARTICLE VI - TERM OF EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VII - MEMBERS OF THE BOARD OF DIRECTORS

7.1 The affairs of the Association shall be managed by a Board of Directors (the "Board") consisting of no less than three (3) members, nor more than five (5) members.

7.2 The initial Board of Directors named in the Articles shall serve until the first annual meeting of the Board of Directors. Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the Bylaws. The members of the Board of Directors may be removed by the Members of the Association as provided in the Bylaws and vacancies on the Board of Directors caused by such removal shall be filled in the manner provided by the Bylaws.

7.3 All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors, or employees, subject to approval by the members only when specifically required.

7.4 The names and addresses of the initial members of the Board of Directors, who shall hold office until their successors are appointed or elected, are as follows:

<u>Name</u>	<u>Address</u>
Emmett Todd Haag	4000 Avalon Road Winter Garden, Florida 34787
Mary Haag	4000 Avalon Road Winter Garden, Florida 34787
Matthew E. Sullivan	622 East Washington Street, Suite 300 Orlando, Florida 32801

#### ARTICLE VIII - OFFICERS

The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the

Board and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Emmett Todd Haag	President & Treasurer	4000 Avalon Road Winter Garden, Florida 34787
Mary Haag	Vice President & Secretary	4000 Avalon Road Winter Garden, Florida 34787

#### ARTICLE IX - INDEMNIFICATION

9.1 The Association shall indemnify any person 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 (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and 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, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association. In the event of settlement, the indemnification provided for herein shall be available only when the Board of Directors of the Association approves such settlement in advance. The termination of any action, suit or proceeding by judgment, order, settlement, conviction of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith 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, that he had no reasonable cause to believe his conduct was unlawful.

9.2 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 9.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

9.3 Any indemnification under Section 9.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Directors, officer or committee member is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 9.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of members of the Board of Directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested members of the Board of Directors so directs, by independent legal counsel in written opinion, or (c) by approval of not less than a majority of the members.

9.4 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 if authorized by all of the non-interest members of the Board of Directors in the specific case upon receipt of an undertaking by or on

behalf of the officers or members of the Board of Directors to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association hereunder.

9.5 The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, and Bylaws, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

9.6 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer or committee member of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as 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 these Articles of Incorporation.

#### ARTICLE X - BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI - AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

11.1 Either (i) a majority of the Board, or (ii) one of the members of the Association, 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 the annual or a special meeting.

11.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of meeting to members. If the meeting is an annual meeting, the proposed amendment of such summary may be included in the notice of such annual meeting.

11.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of all the members of the Association. Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting.

11.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

11.5 If not less than a majority of the members of the Board of Directors or not less than all of the members eligible to vote, sign and acknowledge a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied. Such statement must be executed in the manner required for the execution of a deed.

11.6 No amendment shall make any changes in the qualifications for membership nor in the voting



rights or property rights of members without approval in writing by all of the members and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration.

11.7 Upon the approval of an amendment to these Articles, articles of amendment shall be executed and delivered to the Secretary of State, State of Florida, as provided by law, and a copy certified by the Secretary of State shall be recorded in the public records in the county in which the Condominium is located.

#### ARTICLE XII - INCORPORATOR

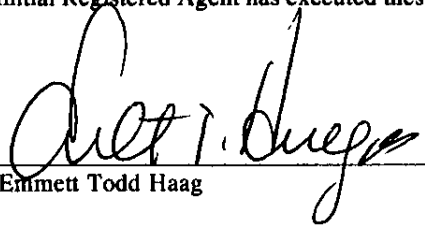
The name and street address of the incorporator of the Association is:

<u>Name</u>	<u>Address</u>
Emmett Todd Haag	4000 Avalon Road Winter Garden, Florida 34787

#### ARTICLE XIII - INITIAL REGISTERED OFFICE, ADDRESS AND NAME OF REGISTERED AGENT

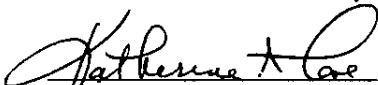
The street address of the initial registered office of the Association is 4000 Avalon Road, Winter Garden, Florida 34787. The initial registered agent of the Association at that address is Emmett Todd Haag.

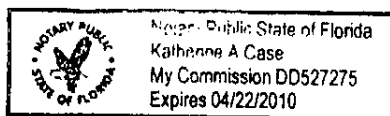
IN WITNESS WHEREOF, the Incorporator and Initial Registered Agent has executed these Articles on the 22 day of December, 2008.

  
Emmett Todd Haag

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY, as an officer duly authorized duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, Emmett Todd Haag personally appeared before me and has executed OR has acknowledged his previous execution of the foregoing instrument. I HEREBY FURTHER CERTIFY, that Emmett Todd Haag is the same person either executing or acknowledging execution of the foregoing instrument and described therein because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license or ☐ Other identification: \_\_\_\_\_ . WITNESS my hand and official seal in the State and County aforesaid this 22 day of December, 2008.

  
Notary Public  
Katherine A Case  
NOTARY NAME & SEAL



**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE  
SERVICE OF PROCESS WITHIN FLORIDA AND REGISTERED  
AGENT UPON WHOM PROCESS MAY BE SERVED**

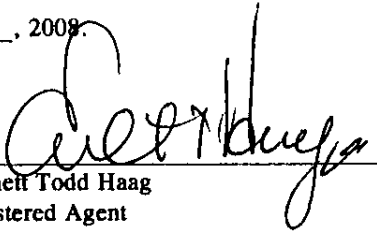
In compliance with the laws of Florida, the following is submitted:

NORTH WYMORE CONDOMINIUM ASSOCIATION, INC. (the "Association"), desiring to organize as a Florida corporation not-for-profit has named and designated Emmett Todd Haag as its Registered Agent to accept service of process within the State of Florida with its registered office located at 4000 Avalon Road, Winter Garden, Florida 34787.

**ACKNOWLEDGMENT**

Having been named as Registered Agent for the Association at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

DATED this 22 day of December, 2009.

  
Emmett Todd Haag  
Registered Agent