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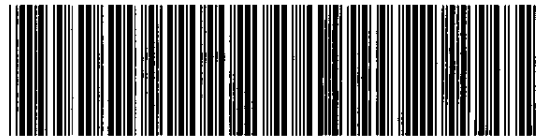
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Amend
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2009 MAR 10 PM 12:24

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Westcliffe Estates at Tradition
Homeowners Association, Inc.

DOCUMENT NUMBER: NO9000000642

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

J. Paul Fanning
(Name of Contact Person)

Tradition Development Company, LLC
(Firm/Company)

10521 SW Village Center Drive
(Address)

Port St. Lucie, Florida 34987
(City/ State and Zip Code)

For further information concerning this matter, please call:

J. Paul Fanning at (772) 340-3500
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Westcliffe Estates at Tradition Homeowners Association, Inc.

No 9000000642

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FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

See Attached Amended and Restated
Articles

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
WESTCLIFFE ESTATES AT TRADITION HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)**

WHEREAS, Articles of Incorporation of Westcliffe Estates at Tradition Homeowners Association, Inc., were filed with the Florida Secretary of State on January 22, 2009 ("Prior Articles"). The Prior Articles are hereby deleted in their entirety and replaced with these Amended and Restated Articles of Incorporation.

In order to form a corporation not-for-profit, under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit, for the purpose, and with the powers, hereinafter set forth and to that end, we do, by these Amended and Restated Articles of Incorporation (these "Articles"), certify as follows:

ARTICLE I

NAME

1.1. **Name.** The name of this corporation shall be WESTCLIFFE ESTATES AT TRADITION HOMEOWNERS ASSOCIATION, INC. ("Association"). The initial address of the Association shall be 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987.

1.2. **Definitions.** The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for the Association, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter referred to as the "Declaration").

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration which is to be recorded in the public records of St. Lucie County, Florida, including, without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. The Association shall maintain and operate the Surface Water Management System as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts, and related appurtenances, if any, unless the same is the responsibility of the Community Development District ("CDD") or other entity.

ARTICLE III

POWERS

The Association shall have all of the powers set forth in Chapter 617, Florida Statutes (2009), and including, without limitation, the following provisions:

3.1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration.

3.2. Necessary Powers. The Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

A. To purchase, own, hold, lease, maintain, repair, replace, improve, operate and convey the property of the Association in accordance with the Declaration.

B. To reconstruct the improvements to Association Common Area after casualty, and to further improve the Association Common Area, as provided in the Declaration.

C. To enter any lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of Association Property.

D. The power to acquire, own and dispose of real and personal property.

E. The power to fix, levy and collect adequate Assessments against the Units, as provided in and subject to the Declaration.

F. The power to expend monies assessed and collected for the purpose of paying the expenses of the Association, including without limitation costs and expenses of maintenance and operation of property owned by, dedicated to or agreed to be maintained by the Association.

G. The power to manage, control, operate, maintain, repair and improve the Common Area.

H. The power to purchase supplies, materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Common Area.

I. The power to insure and keep insured the Common Area.

J. The power to employ the personnel required for the operation and

management of the Association and the Common Area.

K. The power to pay utility bills for utilities serving the Common Area.

L. The power to pay all taxes and assessments which are liens against the Common Area.

M. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.

N. Subject to limitations in the Declaration, the power to control and regulate the use of the Property.

O. The power to make reasonable Rules and Regulations and to amend the same from time to time.

P. The power to enforce by any legal means the provisions of these Articles, the By-Laws, the Declaration and the Rules and Regulations.

Q. The power to borrow money and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the By-Laws.

R. The power to maintain and operate the Surface Water Management System for the Property, to contract for maintenance and operation of the Surface Water Management System, and to assess Lots and other properties subject to Assessments for the costs and expenses thereof.

S. The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Common Area or the operation of the Association. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

The power to delegate to the management agent, all of the powers and duties of the Association, except those matters which must be specifically approved by the Board of Directors or these Articles of Incorporation, the By-Laws or applicable law.

T. The power to appoint committees as the Board of Directors may deem appropriate.

U. The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Owners for violation of the provisions of the Declaration, these Articles of Incorporation, the By-Laws or the Rules and

Regulations.

V. Subject to the terms of the Declaration, the power to bring suit and be sued.

W. The power to adopt, alter and amend or repeal the By-Laws of the Association as may be desirable or necessary for the proper management of the Association.

X. The power to provide any and all supplemental municipal services as may be necessary or proper.

Y. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

3.3. Funds and Title to Properties. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust in the name of the Association for the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws. No part of the income, if any, of the Association shall be distributed to the Owners, directors or officers of the Association. Nothing herein shall prohibit the Association from reimbursing its directors, officers and committee members for all expenses reasonably incurred in performing services rendered to the Association, and from paying management and other contractor fees for services rendered to the Association.

ARTICLE IV

MEMBERS

4.1. Members. The Members of the Association shall consist of all of the record owners of Units in Westcliffe Estates at Tradition.

4.2. Change of Membership. Change of Membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing record title to a Unit at Westcliffe Estates at Tradition, and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a Member of the Association, and the Membership of the prior owner is terminated as of the date of recording of such instrument.

4.3. Transfer of Membership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon the transfer of title of his Unit.

4.4. Voting. The owner of each Unit shall be entitled to one vote as a Member of the Association. The exact number of votes to be cast by Members and the manner of exercising voting rights, shall be determined by the By-Laws; subject, however, to the terms and conditions of the Declaration.

ARTICLE V

TERM

The term for which this corporation is to exist shall be perpetual.

ARTICLE VI

INCORPORATOR

The names and address of the Incorporator of this Association is J. Paul Fanning, Esq. and such incorporator's address is 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987.

ARTICLE VII

OFFICERS

7.1. Officers. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

7.2. Election of Officers. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

Officers shall be elected by the Board at the first meeting of the Board following each Annual Members' Meeting, provided, however, until the Transfer Date the Developer shall have the right to approve all of the officers elected. The following persons shall serve as the initial officers.

President
Vice President
Secretary/Treasurer

Joe Paskoski
Shawn Reilly
Jane Rowley

ARTICLE VIII

BOARD OF DIRECTORS

8.1. Directors. Except as stated herein, the affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than seven (7) directors. The composition of the Board, the manner of election to the Board, the term of office and other provisions regarding the Board shall be established by the Declaration and the By-Laws of the Association. The number of Directors on the Board until the Transfer Date shall be three (3). After the Developer elects to divest itself of control of the Association, Directors must be Members of the Association.

8.2. Term of Directors. After the Transfer Date, members of the Board shall serve for a term of two (2) years; provided, however, that not less than three (3) members of the Board elected on the Transfer Date shall serve for initial terms of one (1) year and the balance of the Board elected on the Transfer Date shall serve for initial terms of two (2) years. After the Transfer Date, at each annual meeting, Directors shall be elected to take the Board positions of the members of the Board who terms have expired. The incumbent shall remain in position on the Board until a replacement is elected.

8.3. Election of Directors. After the Transfer Date, Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

8.4. Transfer Date. The Members shall be entitled to elect a majority of the Board not later than three months after 90 percent of the Units in Westcliffe Estates at Tradition, that will ultimately be governed by the Association, have been conveyed to Members. Notwithstanding the foregoing, Developer, in its sole discretion, may elect to terminate its control of the Association at an earlier date. The Directors appointed by Developer as the first Board, including any replacement members, shall serve until the first election of Directors by the Members, and any vacancies in their number occurring before such first election shall be filled in accordance with the By-Laws.

8.5. First Board. The names and addresses of the persons who are to serve as the first Board are as follows:

NAME	ADDRESS
Joe Paskoski	10521 SW Village Center Drive Suite 201 Port St. Lucie, Florida 34987
Shawn Reilly	10521 SW Village Center Drive Suite 201 Port St. Lucie, Florida 34987
Jane Rowley	10521 SW Village Center Drive Suite 201 Port St. Lucie, Florida 34987

ARTICLE IX

INDEMNIFICATION

Every Director, committee member, and officer of the Association (and the Directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director, committee member, or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, committee member, or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director, committee member, or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, committee member, or officer may be entitled whether by statute or common law.

ARTICLE X

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered, or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration, and provided further, that no amendment, alteration, or rescission

may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee so affected, and provided further that until the Transfer Date no amendments, alterations or rescissions of the By-Laws shall be effective unless the Developer shall have joined in and consented thereto in writing. Any attempt to amend, alter, or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE XI

AMENDMENTS

11.1. Amendments Prior to Recording. Prior to the recording of the Declaration amongst the public records of the County, these Articles may be amended only by an instrument in writing signed by the Incorporator to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendments, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles.

11.2. Amendments After Recording. After the recording of the Declaration amongst the public records of the County, these Articles may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered, except that no notice is required if written consent to the amendment is obtained as provided in paragraph B below; and

B. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the Membership must be by a vote of a majority of the Members present at a meeting of the Members at which a quorum is present or by written consent of a majority of the Members, and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present or by written consent of a majority of the Directors.

11.3. Intentionally Deleted.

11.4. Institutional Mortgagees. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Institutional Mortgagee, or the validity of any mortgage held by such Institutional Mortgagee without the prior written consent therefor by such Mortgagee.

11.5. Developer. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate, to select, or to approve the selection of the Directors as provided in the Declaration and By-Laws, without the prior written consent of Developer, or the rights of the Founder, without the consent of the Founder. Notwithstanding anything to the contrary

herein, Developer may unilaterally amend these Articles at any time prior to the expiration of the Developer Amendment Period (as defined in the Declaration).

ARTICLE XII

INTERESTED DIRECTORS

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, or Association, or other organization in which one or more of its directors or officers are directors or officers have a financial interest, shall be invalid, void, or voidable solely for such reason, or solely because the director or officer is present or participates in the meeting of the Board at which such contract or transaction was authorized, or solely because his, her, or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction. Interested directors may be counted on determining the presence of a quorum at a meeting of the Board of Directors at which a contract or transaction with an interest director is to be considered.

ARTICLE XIII

LIABILITY FOR DEBTS

Neither the Members nor the officers or directors of the Association shall be liable for the debts of the Association.

ARTICLE XIV

CONSTRUCTION

These Articles and the By-Laws shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles or the By-Laws, the following order of priority shall apply: (i) the Declaration, (ii) the Articles, and (iii) the By-Laws.

ARTICLE XV

DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with the SFWMD Rules (as defined in the Declaration), and be approved by SFWMD prior to such termination, dissolution or liquidation.

ARTICLE XVI

REGISTERED AGENT AND OFFICE

The initial registered office of the Association is 1200 S. Pine Island Road, Suite 250, Plantation, Florida 33324, and the initial registered agent at such address is CT Corporation.

IN WITNESS WHEREOF, the Incorporator has hereunto executed these Amended and Restated Articles of Incorporation this 11th day of February, 2009.

By: J. Paul Fanning
Name: J. PAUL FANNING, ESQ.
Title: INCORPORATOR

STATE OF FLORIDA :
: SS
COUNTY OF ST. LUCIE :

The foregoing instrument was acknowledged before me this 11th day of February 2009, by J. Paul Fanning, Esq., the Incorporator. He is personally known to me.



Mary Christine Moore
Notary Public
Name: Mary Christine Moore
Commission #:
Expiration date:

**CERTIFICATE DESIGNATING A REGISTERED OFFICE AND
A REGISTERED AGENT FOR THE SERVICE OF PROCESS
WITHIN THE STATE OF FLORIDA**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

WESTCLIFFE ESTATES AT TRADITION HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Port St. Lucie, County of St. Lucie, State of Florida, has named CT Corporation System, located at 1200 S. Pine Island Road, Suite 250, Plantation, Florida 33324, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, CT Corporation System, hereby agrees to act in this capacity, and agrees to comply with the provision of the Act relative to keeping open said office.

CT CORPORATION SYSTEM

By: Madonna Cuddihy

Printed Name: _____

Title: _____

**Madonna Cuddihy
Special Assistant Secretary**

STATE OF FLORIDA :
: SS
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 27 day of January 2009, by Madonna Cuddihy, Special Asst Secretary of CT CORPORATION SYSTEM, a DELAWARE CORPORATION, on behalf of the Corporation He/She is personally known to me.

Joan T. Warren
Notary Public

Name: Joan T. Warren

Commission #: DD827522

Expiration date: 12-05-2012



The date of each amendment(s) adoption: 1/22/09

Effective date if applicable: 1/22/09
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 3/9/09

Signature J. Paul Fanning
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

J. Paul Fanning

(Typed or printed name of person signing)

Incorporator | Member
(Title of person signing)