

N46005

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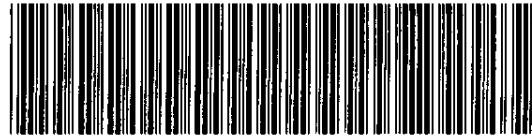
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2011 APR 11 AM 10:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amended & Restated

TBrown 4-13-11

RABIN ♦ PARKER

ATTORNEYS AT LAW

BENNETT L. RABIN
MONIQUE E. PARKER

28163 U.S. HWY. 19 N., STE. 207, CLEARWATER, FL 33761
727.475.5535 PHONE ♦ 727.723.1131 FAX

April 6, 2011

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

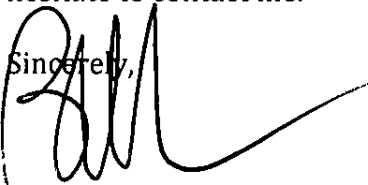
Re: Certificate of Amendment to Articles of Incorporation
Brookfield at Estancia Homeowners Association, Inc.

Gentlemen:

Please find enclosed the original of a Certificate of Amendment to the Articles of Incorporation of Brookfield at Estancia Homeowners Association, 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,


Bennett L. Rabin

BLR/pb
Enclosures

cc: Brookfield at Estancia Homeowners Association, Inc.

10007-002

Prepared by and return to:
Bennett L. Rabin, Esquire
Rabin Parker, P.A.
28163 U.S. 19 North, Suite 207
Clearwater, Florida 33761

FILED
2011 APR 11 AM 10:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION
FOR
BROOKFIELD AT ESTANCIA HOMEOWNERS ASSOCIATION, INC.**

This is to certify that at a duly called meeting of the members of Brookfield at Estancia Homeowners Association, Inc., (the "Association") held on March 26, 2011, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Articles of Incorporation for Brookfield at Estancia Homeowners Association, 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 November 13, 1991, bearing document number N46005.

IN WITNESS WHEREOF, BROOKFIELD AT ESTANCIA HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 5th day of APRIL, 2011.

BROOKFIELD AT ESTANCIA
HOMEOWNERS ASSOCIATION, INC.

By: Douglas H. Wilhelm
Signature
DOUGLAS H. WILHELM, PRESIDENT
Printed Name and Title

[Signature]
Signature of Witness #1
Betty Schaefer
Printed Name of Witness #1
Lydia Anita Sandora
Signature of Witness #2
Lydia Anita Sandora
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of April, 2011, by Douglas H. Wilhelm as President of BROOKFIELD AT ESTANCIA HOMEOWNERS ASSOCIATION, 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.

Lydia Anita Sandora
Notary Public
Lydia - Anita Sandora
Printed Name

NOTARY PUBLIC-STATE OF FLORIDA
Lydia-Anita Sandora
Commission # DD906223
Expires: JULY 31, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

**ADOPTED AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BROOKFIELD AT ESTANCIA HOMEOWNERS ASSOCIATION,**

FILED
2011 APR 11 AM 10:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This instrument amends and restates the Articles of Incorporation of BROOKFIELD AT ESTANCIA HOMEOWNERS ASSOCIATION, INC., which were originally filed with the Secretary of State of Florida on November 13, 1991.

**ARTICLE I
NAME**

The name of the corporation is BROOKFIELD AT ESTANCIA HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association."

**ARTICLE II
OFFICE**

The principal office of the Association is located at 3010 Pepperwood Lane West, Clearwater, Florida 33761.

**ARTICLE III
REGISTERED AGENT**

The Registered Agent of the Association shall be designated and appointed from time to time by the Board of Directors.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to its members. The specific purpose for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Area within the Property described in the Declaration and made a part hereof (the "Property"), and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of these purposes, the Association, through its Board of Directors, is empowered to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Brookfield at Estancia, hereinafter called the Declaration, applicable to the Property and recorded in the public Records of Pinellas county, Florida, and as the same may be amended from time to time, said Declaration being incorporated herein as if set forth at length;

(b) enforce the provisions of the Declaration, Bylaws and Rules and Regulations of the Association;

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

(d) acquire (by gift, purchase or otherwise), own, hold, improve; build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) borrow money, and with the assent of a majority of the members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interest in or otherwise transfer any or all of its real or personal property as security for money borrowed, debts incurred, or any of its other obligations;

(f) dedicate, sell or transfer all or any part of the Common Area or other property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument of dedication or transfer has been signed by a majority of the members, with the formalities from time to time required for a deed under the laws of the State of Florida;

(g) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of a majority of the members;

(h) from time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the terms of the Declaration and these Articles,

(i) have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. An owner of more than one Lot is entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and is transferred only and automatically by conveyance of title to a Lot.

ARTICLE VI VOTING RIGHTS

The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes ("voting interests") is equal to the total number of Lots. The vote of a Lot is not divisible. If a Lot is owned by one natural person, individually or as trustee, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more persons, that Lot's vote may be cast by any of the owners provided only one vote shall be cast. If the multiple Owners cannot agree how to vote, and attempt to cast votes which are in conflict with those cast by another Owner, the vote for that Lot 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.

ARTICLE VII BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of seven (7) Directors. The number of Directors may be changed by amendment to the Bylaws of the Association, but at no time shall be less than three (3). Any Director may succeed himself in office.

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws.

ARTICLE IX INDEMNIFICATION

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or Director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgment, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or director of the Association ("Proceedings").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct. The indemnification provided in this Article

shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Articles or any agreement executed by the Association.

ARTICLE X DISSOLUTION; MERGER; CONSOLIDATION

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and signed by not less than a majority of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration.

ARTICLE XI DURATION

The corporation shall exist perpetually.

ARTICLE XII AMENDMENTS

Amendments may be proposed by a majority of the Board of Directors or by persons entitled to cast twenty-five percent (25%) of the votes entitled to be cast by the entire membership, and shall be approved by a vote of at least two-thirds (2/3) of the members who participate in the voting, in person or by proxy, provided a quorum is obtained.

ARTICLE XIII INTERPRETATION

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. All terms defined in the Declaration shall have the same meaning where used herein. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of the Declaration. However, if a conflict shall arise, the terms of the Declaration shall control over these Articles.

**END OF ADOPTED AMENDED AND RESTATED
ARTICLES OF INCORPORATION**