

ARTICLES OF INCORPORATION

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

OF

WYNDTREE MASTER COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being a resident of the State of Florida and of full age, hereby subscribes to the following Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, and certifies as follows:

ARTICLE I

DEFINITIONS

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

Section 2. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 3. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 4. "Common Area" shall mean and refer to all real property, including the improvements thereto, owned from time to time by the Association for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to Thirteen Fifty Partners, a Florida general partnership, its successors and assigns. It shall not include any person or party who purchases a Lot, Unit or Parcel (as those terms are hereinafter defined) from Thirteen Fifty Partners, however, unless such purchaser is specifically assigned as to such property, by separate recorded instrument, some or all of the rights held by Thirteen Fifty Partners, as Declarant hereunder with regard thereto.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Wyndtree, and any amendments or modifications thereof hereafter made from time to time.

Section 7. "FHA" shall mean and refer to the Federal Housing Administration.

Section 8. "Homeowners Association" shall mean and refer to a corporation not for profit, other than the Master Association, which is formed to administer a declaration of covenants and restrictions, declaration of condominium, or similar declaration affecting any portion of the Properties, and whose members consist of the owners of the real property affected by such declaration. For purposes of this Declaration, the Properties affected by any such declaration shall be deemed to be operated by, and subject to the jurisdiction of, the respective Homeowners Association. Notwithstanding the foregoing, if two (2) or more parcels of property are subject to the jurisdiction of separate Homeowners Associations, and if all such parcels of property are also subject to the jurisdiction of another common Homeowners Association, such other common Homeowners Association shall not be deemed a Homeowners Association for purposes of voting and the payment of assessments, it being the intent of this Declaration that only one Homeowners Association shall be a member of the Master Association with respect to any portion of the Properties.

Section 9. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified, provided, however, that "Lot" shall not mean any Common Area.

Section 10. "Master Association" shall mean and refer to Wyndtree Master Community Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 11. "Master Plan" shall mean and refer to the Master Plan for Wyndtree on file with the planning or zoning departments of Pasco County, Florida, including any amendments, revisions or modifications to said Master Plan.

Section 12. "Parcel" shall mean and refer to any part of Wyndtree other than the Common Area, Lots, Units, dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record or for which a declaration of condominium or cooperative documents have been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots or Units, as appropriate.

Section 13. "Properties" shall mean and refer to the real property described in Exhibit "B" to the Declaration and such addition made hereto, pursuant to the Declaration, from time to time, from the real property described in Exhibit "A" to the Declaration.

Section 14. "Unit" shall mean and refer to a condominium parcel, as that term is defined in Chapter 718, Florida Statutes (1983), pursuant to a recorded declaration of condominium and a cooperative unit, as that term is defined in Chapter 719, Florida Statutes, pursuant to recorded cooperative documents.

Section 15. "VA" shall mean and refer to the Veterans Administration.

Section 16. "Voting Member" shall mean and refer to the person, Owner or the Declarant who is authorized to cast the vote for the Homeowners Association, Lot, Unit or Parcel as set forth in the Declaration.

Section 1. "Wyndtree" shall mean and refer to the real property described in Exhibit "B" hereto and such additions thereto as may hereafter be made pursuant to the Declaration; provided, however, that such additions, if any, shall be only from the lands described in Exhibit "A" to the Declaration.

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

## ARTICLE II

### NAME

The name of this corporation is Wyndtree Master Community Association, Inc., hereafter called the "Association".

## ARTICLE III

### OFFICE

The initial principal office of this Association shall be located at 13700 58th Street North, Suite 210, Clearwater, FL 34620, which office may be changed from time to time by action of the Board of Directors.

## ARTICLE IV

### REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association shall be 2531 Landmark Drive, Suite 202E, Clearwater, FL 34621. The name of the Association's initial registered agent at such address shall be Ronald R. Goller.

## ARTICLE V

### PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property described on Exhibit "A" attached hereto and made a part hereof by reference, herein called the "Wyndtree", and any additions hereto as may hereafter be brought within the jurisdiction of this Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance of the Common Areas and certain other land within Wyndtree, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for Wyndtree now or hereafter recorded among the Public Records of Pasco County, Florida, and any amendments or modifications thereof, herein together called the "Declaration". The recording of an Amendment to the Declaration from time to time, as permitted by said Declaration and without need of amendment to these Articles of Incorporation or approval or consent of the Association or its members, bring such additional land within the jurisdiction of this Association and Wyndtree. Any amendment to the Articles of Incorporation filed to reflect such additional land shall not require consent or approval of the members of the Association and shall be required to be executed only by the President and Secretary of the Association. Reference herein to the "Master Plan" shall mean and refer to the Master Development Plan for Wyndtree on file with and approved by the planning department and zoning department of Pasco County, as such Plan may be amended or modified from time to time. All terms defined in the Declaration shall have the same meaning as set forth in the Declaration when used herein, such Declaration as amended from time to time, being incorporated herein by reference. For the foregoing purposes, this Association is empowered to:

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

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

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

(d) borrow money, and with the assent of two-thirds (2/3) of each Class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer in fee simple all or any part of this Association's property to any public bodies or governmental agencies or authorities, or public or private utility companies for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) vote of each Class of members; provided, however, no such approval shall be required in order to convey property for use as a well site or pumping station, lift station, retention pond or such other incidental or related use.

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

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

(h) annex additional real property in accordance with the provisions of the Declaration, which such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and membership of the Association to the real property thereby annexed;

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

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

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

## ARTICLE VI

### MEMBERSHIP

Each Homeowners Association shall be a member of the Master Association. No Owner of any Lot, Unit or Parcel which is

Ronald R. Goller, Attorney at Law  
Suite 202E, 2531 Landmark Dr., Clearwater, FL 34621

subject to the jurisdiction of a Homeowners Association shall be deemed a member of the Master Association, except for Declarant. If any Lot, Unit or Parcel is not subject to the jurisdiction of a Homeowners Association, the Owner of such property shall be a Voting Member of the Master Association. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an owner member unless one or more Units actually exist upon the Property owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a Voting Member.

Declarant shall be a Voting Member of the Master Association so long as Declarant owns any property or mortgage encumbering any portion of the Properties other than an individual Lot or Units, or owns any portion of the property described in Exhibit "A" which may be added to the Declaration. Notwithstanding the foregoing, Declarant may at any time, at its option, resign its membership by giving written notice of such resignation to the Master Association.

#### ARTICLE VII

##### VOTING RIGHTS

The votes of the Voting Members shall be established and exercised as provided in the Declaration, Articles and By-Laws; provided, however, that number of votes held by a Homeowners Association shall be based upon the number of "net buildable acres" under the jurisdiction of such Homeowners Association which are not owned by Declarant. The number of votes held by Declarant shall be based upon the number of "net buildable acres" held by Declarant, as may be weighted according to the Declaration, Articles and By-Laws. The votes of any other Owner Member shall be based upon the "net buildable acres" owned by said Owner Member, as may be weighted by the Declaration, Articles or By-Laws. With respect to the foregoing, the phrase "net buildable acres" shall be as set forth on any legal description of such property attached to any Homeowner Association declaration or as otherwise determined, in good faith, by an engineer licensed to practice in the state of Florida.

#### ARTICLE VIII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the By-Laws of this Association but shall never be less than three (3). The Directors shall be divided into three (3) classes: Class A, Class B and Class C. The term of office for all Directors shall be three (3) years, except that the term of office of the initial Class A Director

shall expire at the first annual meeting of the members, the term of office of the initial Class B Director shall expire at the second annual meeting of the members, and the term of office of the initial Class C Director shall expire at the third annual meeting of the members. The names and addresses of the persons who are to act in the capacity of Directors until their successors are elected and qualify, unless they sooner shall die, resign, or are removed, are:

<u>NAME</u>	<u>ADDRESS</u>
CLASS A DIRECTOR	
William C. Laubner	13700 58th Street North Suite 210 Clearwater, FL 34620
CLASS B DIRECTOR	
William Eshenbaugh	13700 58th Street North Suite 210 Clearwater, FL 34620
CLASS C DIRECTOR	
Fred Hemmer	13700 58th Street North Suite 210 Clearwater, FL 34620

#### ARTICLE IX

##### OFFICERS

The names and addresses of the officers of this Association who, subject to these Articles of Incorporation and the By-Laws of this Association and the laws of the State of Florida, shall hold office for the first year of the existence of this Association, or until an election is held by the Directors of this Association for the election of officers following the first annual members meeting, if earlier, and until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
William C. Laubner	PRESIDENT	13700 58th Street North Suite 210 Clearwater, FL 34620
William Eshenbaugh	VICE-PRESIDENT	13700 58th Street North Suite 210 Clearwater, FL 34620

Fred Hemmer

SECRETARY/  
TREASURER

13700 58th Street North  
Suite 210  
Clearwater, FL 34620

Thereafter, officers shall be elected at the Board of Directors meeting next following each annual meeting of members. Officers need not be members of the Association.

ARTICLE X

SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
William C. Laubner	13700 58th Street No., #210 Clearwater, FL 34620

ARTICLE XI

DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by Voting Members entitled to cast not less than two-thirds (2/3) of the votes of each Class of members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any corporation not for profit, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE XII

DURATION

This Association shall exist perpetually.

ARTICLE XIII

BY-LAWS

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



ARTICLE XIV

AMENDMENTS

These Articles may be amended by an affirmative vote of the Voting Members entitled to cast not less than two-thirds (2/3) of the votes of each Class of members.

ARTICLE XV

INDEMNIFICATION

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

ARTICLE XVI

INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, therefore, to the extent not prohibited by law, the provisions of these Articles of Incorporation shall be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results with the provisions of the Declaration.

ARTICLE XVII

FHA OR VA APPROVAL

This Article XVII shall be applicable only in the event the Declarant has sought and obtained written approval of the FHA or the VA of the Declaration and, until such written approval is obtained, this Article XVII shall have no force or effect whatsoever. As long as there is a Class B member, the following actions will require the prior approval of the FHA or the VA:

1. Annexation of additional land to Wyndtree;
2. Dedication of Common Areas;

3. Amendment of these Articles of Incorporation;
4. Dissolution of the Association; and
5. Amendment of the Declaration.


Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 11 day of October, 1989.

  
\_\_\_\_\_  
William C. Laubner

STATE OF FLORIDA  
COUNTY OF PINELLAS

11th The foregoing instrument was acknowledged before me this day of October, 1989 by William C. Laubner.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

NOTARY PUBLIC: STATE OF FLORIDA AT-LARGE  
COMMISSION EXPIRES MARCH 29, 1993  
THE McALLISTER & ASSOCIATES

FILED

1989 OCT 24 AM 8:5

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,

NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED:

FIRST, THAT WYNDTREE MASTER COMMUNITY ASSOCIATION, INC.,  
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAW OF THE STATE OF  
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN THE CITY OF  
HUDSON, STATE OF FLORIDA, HAS NAMED RONALD R. GOLLER, LOCATED AT  
2531 LANDMARK DRIVE, 202E NORTHWOOD PLAZA, CITY OF CLEARWATER,  
STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN  
THE STATE OF FLORIDA.

SIGNATURE: William C. Laubner

WILLIAM C. LAUBNER  
PRESIDENT

DATE: 10-13-89

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE  
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,  
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO  
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER  
AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE: Ronald R. Goller

RONALD R. GOLLER  
(RESIDENT AGENT)

DATE: 10/12/89