

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
WINGFIELD RESERVE HOMEOWNERS' ASSOCIATION, INC.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted:

See Exhibit "A" attached hereto.

SECOND: The date of adoption of the amendment(s) was:

February 16, 1993

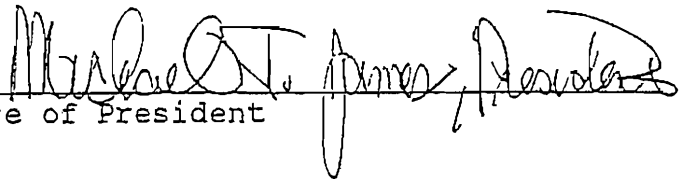
THIRD: Adoption of Amendment (check one)

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

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

WINGFIELD RESERVE HOMEOWNERS' ASSOCIATION, INC.

Corporation Name



Signature of President

Michael T. James

Typed or printed name

6/28/93
Date

AMENDMENTS TO ARTICLES OF INCORPORATION OF
WINGFIELD RESERVE HOMEOWNERS' ASSOCIATION, INC.

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TALLAHASSEE, FLORIDA

ARTICLE XIV
BID PROCEDURE

I. DEFINITIONS

1. Contract - The term "Contract" shall mean any written or verbal agreement which commits WRHA to spend its funds, or such an agreement that results in WRHA having to spend funds. For the purposes of this procedure, two or more Contracts within a twelve month period which cover the same project or nature of work shall be considered one "Master Contract".
2. Wherever used in this procedure, "WRHA" shall mean Wingfield Reserve Homeowners Association.

II. CONTRACTS COVERED BY THIS PROCEDURE

1. Any Contract which has a cost of more than or equal to \$10,000, in a twelve month period, and any Contract that is part of a Master Contract which has a cost of more than or equal to \$10,000, in a twelve month period, is covered by all aspects of this procedure.
2. Contracts other than those described above shall be covered by all aspects of this procedure, with the following exceptions:
 - A. The Board shall not be required to inform the WRHA membership as called for in Section IV.1.
 - B. The Board shall not be required to obtain more than one bid.

III. REQUIREMENTS

1. Contracts shall run no longer than twelve months. The only exception to this provision shall be when the Board, by majority vote, certifies that WRHA shall save funds by entering into a longer term contract. In such a case, the contract term can be no greater than two years, and all other provisions of this procedure shall still apply. Any contract term longer than two years shall require a majority vote of the membership of WRHA.
2. Contracts shall contain a provision that they may be terminated on thirty days notice by a majority vote of the Board or members of WRHA.

IV. PROCEDURE

1. No more than sixty (60) days and no less than thirty (30) days prior to agreeing to any Contract, the WRHA Board of Directors will inform the WRHA membership in writing of the terms of the Contract being sought and the scope of work covered by the Contract.

2. The WRHA Board of Directors shall obtain written bids from no less than three contractors for any Contract. The Board shall insure that all contractors have appropriate qualifications, insurance, bonding, references, and licenses. Members of WRHA may seek to be contractors, and the Board shall encourage them to do so.

3. The Board will maintain a record of all bid solicitations. Any bid received, whether or not it is the winning bid, shall be part of the association's official records and shall be retained by the Board for a period of at least one year.

4. Each Contract will be awarded to the lowest bidder. In the event that two or more contractors submit equal bids which are also the lowest bids, the Board shall select the winning contractor by majority vote. The Board may elect to award a contract to other than the low bidder by two-thirds (2/3) majority vote of all Board members. Each contract shall be part of the association's official records and shall be retained by the Board for period of at least one year after completion of the Contract.

5. Within ninety (90) days after completion of any Contract, the Board will report to the WRHA membership on the performance of the contractor, quality of the work, final cost and any other material information.

6. The Board will present a status report at the WRHA annual meeting on any Contracts completed but not reported on and any awarded but not yet completed.

V. RESTRICTIONS

1. Notwithstanding Section IV.2, Board members and officers of WRHA, and any business or company in which they have any financial interest shall not bid on or be awarded any contract.

ARTICLE XI ENACTMENT-AND AMENDMENTS OF BY-LAWS

The By-Laws of the Association are to be made, altered, amended or rescinded by the Members in a manner provided for in the by-laws-at

~~a-regular-or-special-meeting-by-affirmative-vote-of-two-thirds-2/3
of-the-total-eligible-votes-given-members-of-the-Association-as
herein-provided,-which-voter-may-be-in-person-or-by-proxy-~~

rltarc\wing2.amd

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINGFIELD RESERVE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 11, 1980, as shown by the records of this office.

The charter number for this corporation is 755502.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of December, 1980



C.S.R. 101 Rev. 3-78

George Firrstone
Secretary of State



FLORIDA DEPARTMENT OF STATE
George Firestone
Secretary of State
Ron Levitt
Assistant Secretary of State

DIVISION OF CORPORATIONS

December 15, 1980

William H. Beardall, Esq.
P.O. Box 3431
Orlando, FLA 32802

Ref. #: 22

Dear Mr. Beardall,

Articles of Incorporation for WINGFIELD RESERVE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit, were filed on December 11, 1980, and assigned charter number 755502. Your check for \$38.00 has been deposited.

Enclosed is a certified copy of the articles.

Should you have any questions regarding this matter, please telephone (904)487-1322, the Word Processing Section.

Sincerely,

D. W. McKinnon, Director
Division of Corporations

DWM/mk

FLORIDA - State of the Arts

The Capitol Tallahassee, Florida 32301

ARTICLES OF INCORPORATION
OF
WINGFIELD RESERVE HOMEOWNERS' ASSOCIATION, INC.

FILED
DEC 11 11 31 AM '06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for pecuniary profit and do hereby certify:

ARTICLE I

The name of the corporation is WINGFIELD RESERVE HOMEOWNERS' ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The registered office of the Association is located at 1655 Markham Woods Road, Longwood, Florida 32750.

ARTICLE III

Gordon S. Nutt, whose address is 1655 Markham Woods Road, Longwood, Florida 32750, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The purpose of this Association shall not be for pecuniary gain or profit to the members thereof and no part of the income thereof shall be distributable to its members, directors or officers. The purposes for which it is formed are as follows:

- (a) To provide for the improvement, maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

All of WINGFIELD RESERVE, PHASE I,
according to the plat thereof as
recorded in Plat Book 24,
pages 79 and 80, Public Records of
Seminole County, Florida,

and within any additional properties which may be added thereto;

(b) To promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association;

(c) To 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 and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court, Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(d) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; 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;

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

(f) To 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;

(g) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as shall have the assent of two-thirds (2/3) of each class of the members;

(h) To participate in mergers and consolidations with other non-profit 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 two-thirds (2/3) of each class of members;

(i) To make, amend and enforce reasonable regulations respecting the use of the Common Area, property and facilities within the property;

(j) To enforce by all legal means the provisions of the Declaration of Covenants and Restrictions for the property, these Articles and the By-Laws of the corporation; and

(k) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every record owner, including the Developer, as defined in the Declaration of Covenants and Restrictions, of the fee simple title to any Lot within the property described in Article IV hereof or within any additions to said property as defined in the Declaration of Covenants and Restrictions, shall be a member of the Association, except that a builder who in the normal course

of business purchases a Lot for the purpose of constructing a Living Unit thereon for resale shall not become a member of the Association so long as such Living Unit is not occupied. If a builder does allow such Living Unit to be occupied, he shall become a member of the Association. No person or entity who holds record title or any interest in any Lot merely as security for the performance of any obligation shall be a member. The Developer shall be considered the owner of a fee interest in and therefore a Member in regard to all unsold lots. The Developer shall also have the same voting rights as a Class A Member to all Lots owned by Persons or entities not entitled to Membership herein defined.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners described in Article V hereof with the exception of the Developer. Class A Members shall be entitled to one vote for each Living Unit in which they hold the interests required for membership by Article V hereof. When more than one person or entity holds such interest or interests in any Living Unit, all such persons or entities shall be Members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

Class B. Class B Member shall be the Developer as defined in the Declaration of Covenants and Restrictions. The Class B Member shall be entitled to four (4) votes for each Lot or Living Unit in which it holds the interest required for membership by Article V hereof, provided that the Class B membership shall cease and become converted to Class A Membership when the total votes outstanding in Class A Membership equal the total votes outstanding

in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE VII

NAMES AND RESIDENCES OF SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are:

<u>Name</u>	<u>Residence</u>
GORDON S. NUTT	1655 Markham Woods Road Longwood, Florida 32750
GLENDA GAIL WATSON	5700 S. Orange Blossom Trail Orlando, Florida 32809
JERRY R. CREWS	886 Great Ben Road Altamonte Springs, Florida 32701

ARTICLE VIII

OFFICERS

The officers who are to manage the affairs of the Association and the names of the officers to serve until the first election or appointment under the Articles of Incorporation are as follows:

President and Treasurer	GORDON S. NUTT 1655 Markham Woods Road Longwood, Florida 32750
Vice-President and Secretary	GLENDA GAIL WATSON 5700 S. Orange Blossom Trail Orlando, Florida 32809

ARTICLE IX

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors who need not be members of the Association. The first Board of Directors shall consist of three (3) directors and the number of directors may be changed from time to time by

amendment of the By-Laws of the Association, but there shall never be less than three (3) directors. The names and addresses of the persons who are to act in the capacity of directors until the annual election of their successors are:

<u>Name</u>	<u>Residence</u>
GORDON S. NUTT	1655 Markham Woods Road Longwood, Florida 32750
GLEND A GAIL WATSON	5700 S. Orange Blossom Trail Orlando, Florida 32809
JERRY R. CREWS	886 Great Ben Road Altamonte Springs, Florida 32701

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

ENACTMENT AND AMENDMENTS OF BY-LAWS

The By-Laws of the Association are to be made, altered, or rescinded by the Members at a regular or special meeting by affirmative vote of two-thirds (2/3) of the total eligible votes given members of the Association as herein provided, which votes may be in person or by proxy.

ARTICLE XII

AMENDMENT OF ARTICLES OF INCORPORATION

Amendment to these Articles of Incorporation may be proposed by the Board of Directors by majority vote of a quorum of the Board of Directors at a regular or special meeting of the Board of Directors, or amendments may be proposed by petition signed by Members holding fifteen percent (15%) of the total eligible votes given Members of this Association. Amendments to these Articles of Incorporation shall be adopted at a regular or special meeting

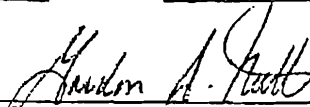
of the members in accordance with the By-Laws of the Association by an affirmative vote of two-thirds (2/3) of the total eligible votes given Members of the Association as herein provided, which votes may be in person or by proxy.

ARTICLE XIII

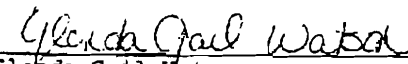
INDEMNIFICATION

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

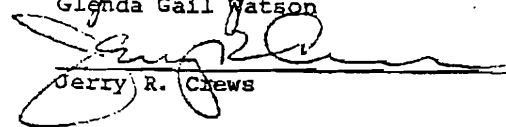
IN WITNESS WHEREOF the Subscribers have hereunto affixed their signatures on this 2ND day of DECEMBER, 1980.



Gordon S. Nutt (SEAL)



Glenda Gail Watson (SEAL)



Jerry R. Chews (SEAL)

STATE OF FLORIDA

COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, on this day personally appeared GORDON S. NUTT, GLENDA GAIL WATSON, and JERRY R. CREWS, who, being duly sworn, acknowledged the execution of the foregoing Articles of Incorporation of Wingfield Reserve Homeowners' Association, Inc. for the purposes expressed in such Articles.

WITNESS my hand and official seal in the State and County last aforesaid, this 2nd day of December, 1980.

Shirley A. Set
Notary Public, State of Fla. at Large.

My commission expires: 7-26-81