

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
WYCLIFFE COMMUNITY ASSOCIATION, INC.**

The undersigned subscriber, for purposes of forming a corporation not for profit under Chapters 617 and 720 of the laws of the State of Florida, hereby subscribes to, acknowledges and files the following Amended and Restated Articles of Incorporation.

**ARTICLE I**

**Name**

The name of the corporation shall be WYCLIFFE COMMUNITY ASSOCIATION, INC. (the "Association").

**ARTICLE II**

**Duration**

The Association shall exist perpetually unless sooner dissolved according to law.

**ARTICLE III**

**Purposes**

The Association does not contemplate pecuniary gain or profit to the members thereof, and the principal objectives and purposes for which the Association is formed are to provide for a properly authorized and financially responsible entity which is acceptable to the proper state and local governmental divisions and/or subdivisions thereof to acquire, reacquire, own, maintain, preserve, control and safeguard the streets and private roadways, lakes and Water Management System, conservation, wetland and preserve areas, public rights-of-way, medians, canals, irrigation systems, landscaping, street lights, signs entry features, sprinklers, walks and other common area facilities and improvements, pipes and pumps common to the residential community known as "Wycliffe Golf and Country Club" ("Wycliffe") in the City of Lake Worth, Palm Beach County, Florida, as more fully described in the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Wycliffe Golf and Country Club ("Declaration") as recorded in the Public Records of Palm Beach County, Florida and as same may be amended from time to time, and such additional portions of Wycliffe as may be brought within the jurisdiction of the Association; to maintain the Community Standard as more particularly defined in the Declaration; and to maintain, preserve, control and safeguard those certain Areas of Common Responsibility, if any, which by the terms of the Declaration may become the responsibility of the Association and to perform such other duties and obligations as set forth in the Declaration.



- A. To establish a not for profit organization and community association for the purpose of acquiring, constructing, renovating, managing, maintaining and caring for various facilities, including without limitation common areas of the Wycliffe community, Areas of Shared Responsibility, as defined in the Declaration, Water Management Systems, and other facilities necessary or desirable in furtherance of the purpose of the Association all primarily for the benefit of the members.
- B. To further promote the congenial atmosphere among the members of the Association furthering their common interests and objectives and the maintenance of the Community Standard.
- C. To assess and collect from members base assessments, special assessments and other assessments as provided for in the Declaration.
- D. To do everything necessary, proper or convenient for the accomplishment of the purposes set forth herein and in the Declaration, and to do every other act which is not forbidden under the laws of the United States of America, the State of Florida (specifically Chapters 617 and 720) or by the provisions of these Articles of Incorporation.
- E. The Association intends that it qualify for exemption from federal income taxes under the Internal Revenue Code, as amended, and these Articles of Incorporation shall be construed consistently with the requirements thereof.

#### **ARTICLE IV**

##### **Membership**

A person or entity shall become a member of the Association upon acquisition of fee simple title to any Unit in "Wycliffe" by filing a deed in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association, but no Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association.

#### **ARTICLE V**

##### **Voting Rights**

The Association shall have two (2) types of voting Members:

- A. Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) equal vote for each Unit or each Unit and contiguous lots containing one (1) single-family home if located in

a detached single-family home development, owned by such Member, as to matters on which the Members are entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws. There shall be only one (1) vote per Unit. Should any Member own more than one (1) Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit unless such Units are contiguous lots on which there exists one (1) single-family residential dwelling. When more than one (1) person holds the ownership interest required above for membership, all such persons shall be members and the vote of such Unit shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Unit. With respect to each Unit owned by other than a natural person or persons, the Member shall file with the Secretary of the Association notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting rights pertinent to that Unit to the lessee provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Unit only in situations where an Owner is entitled to personally exercise the vote for his or her Unit.

B. Class "B". The Class "B" Member shall be the fee-simple title holder to the Country Club Property, as defined in the Declaration. The Class "B" Member shall be entitled to cast, through its representative, twenty-five (25) votes with respect to Association matters requiring membership vote, unless specified otherwise in these Amended and Restated Articles of Incorporation, the Declaration or the By-Laws. The Class "B" Member shall designate its representative by filing written notice of such designation with the Secretary of the Association and such representative may cast all such votes of the Class "B" Member as he or she, in his or her sole discretion, deems appropriate.

C. Districts. Every Unit shall be located within a District as defined in the Declaration.

Each District shall select, either by election, appointment or otherwise, its representative to serve as a director on the Board of Directors and each such director may cast all such votes as he or she, in his or her sole discretion, deems appropriate.

All annual meetings of the District Associations or Committees shall be held within the same month each year, which shall be within the month prior to the annual meeting of the Association. Each District shall select its representative to serve as a director on the Board of Directors for the following year at its annual meeting.

## **ARTICLE VI**

### **Board of Directors**

The affairs of the Association shall be administered by the Board of Directors consisting of fifteen (15) persons who are Members of the Association. The Board of Directors shall be in the following proportions: (i) one (1) director representing each of the fourteen (14) Districts comprising "Wycliffe", as defined in the Declaration, and (ii) one (1) director who shall always be selected by the Class "B" Member, with each such director being selected only by members of his/her respective District.

Any vacancies occurring on the Board of Directors shall always be filled in the same proportions as provided for herein. Directors may resign, or may be removed or otherwise replaced as provided in Chapter 720 and the By-Laws as they may be amended from time to time.

## **ARTICLE VII**

### **Dissolution**

In the event of the dissolution of the Association, other than incident to a merger or consolidation, the assets of the 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 acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

## **ARTICLE VIII**

### **Amendments**

Amendment to these Articles shall require the consent of a majority (51%) of the Board of Directors.

Notwithstanding the foregoing, these Articles of Incorporation may not be amended in any manner that shall conflict with the terms of the Declaration; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend these Articles of Incorporation contrary to these prohibitions shall be of no force or effect.

A copy of each amendment shall be filed and certified by the Secretary of the State of the State of Florida.

## **ARTICLE IX**

### **Officers**

The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as may be provided in the By-Laws.

## **ARTICLE X**

### **Indemnification of Officers and Directors**

The Association shall indemnify any Director or officer of the Association who is made 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, by reason of the fact that he is or was a Director or officer of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

- A. Against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually or reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and
- B. Against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for malfeasance or intentional misconduct in the performance of his duty to the Association unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expense which such court shall deem proper.

Any indemnification under this Article X (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 Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article X. Such determination shall be made (1) by the Board of

Directors by a vote of fifty-one percent (51%) of the Directors who were not parties to such action, suit or proceeding.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Notwithstanding the foregoing provisions, indemnification provided under this Article X shall not include indemnification for any action of a Director, officer or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

The Association shall have the power, but shall not be obligated to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any Director, officer or employee of the Association in any of his capacities as described in this Article, whether or not the Association would have the power to indemnify him or her under this Article.

Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by the Association, the Association shall have no obligation to reimburse the insurance company.

## **ARTICLE XI**

### **Transaction in which Directors or Officers are interested**

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, association, or other organization in which one or more of its officers or directors are officers or directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the officer or Director is present or participates in meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said officers or Directors votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said Director or officer may be interested in any such contract or transaction.

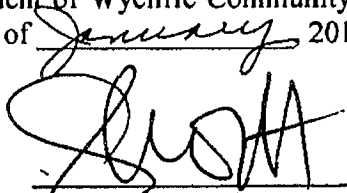
Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**ARTICLE XII**

**Registered Office and Agent**

The street address of the registered office of this Corporation is 1601 Forum Place, Suite 700, West Palm Beach, Florida 33401 and the name of the registered agent of this Corporation at that address is St. John Rossin Burr & Lemme, PLLC.

IN WITNESS WHEREOF, I, Steve Roth, President of Wycliffe Community Association, Inc., have hereunto affixed my signature this 26 day of January 2012.


  
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Steve Roth, President

STATE OF FLORIDA            )  
                                                          ) SS.  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Steven Roth, President, of Wycliffe Community Association, Inc. and who executed the foregoing Articles of Incorporation and they acknowledged before that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 26 day of January 2012.

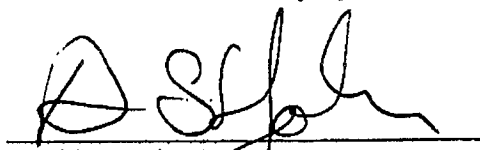


  
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Notary Public

My Commission expires:

**ACCEPTANCE OF REGISTERED AGENT**

The undersigned hereby accepts the designation of Registered Agent of Wycliffe Community Association, Inc. as set forth in Article XII of these Articles. I agree to act in the capacity and I further agree to comply with the provisions of all Statutes relative to the proper and complete performance of my duties.

  
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David St. John, Esq.