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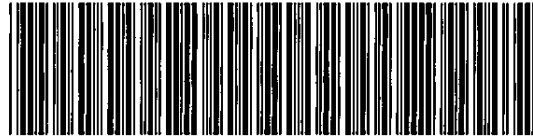
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Restated
10/1/07

LAW OFFICES OF
MICHAEL J. GOLDSBERRY, P.A.

A Professional Association
6817 Southpoint Parkway, Suite 1801
Jacksonville, FL 32216
Telephone: (904) 886-4006
Telefax: (904) 880-2150

May 29, 2007

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

RE: Amended Articles of Incorporation – North Hampton.

Department of State:

Enclosed please find the original and a copy of the First Amendment to the Amended and Restated Articles of Incorporation of North Hampton Association, Inc. Also please find enclosed a check in the amount of \$44.75, which covers \$35.00 amendment fee, and \$9.75 certification fee (9 pages). Please return the certified copy to the above address.

Very truly yours,


Michael Goldsberry

Encl:

FIRST AMENDMENT TO THE
AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
NORTH HAMPTON ASSOCIATION, INC.
A Corporation Not For Profit

FILED
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

In compliance with the requirements of Florida Statutes, Chapter 617, North Hampton Association, Inc., a Florida not-for-profit corporation organized and existing under Chapter 617, Florida Statutes, hereby adopts these First Amended and Restated Articles of Incorporation of North Hampton Association, Inc. Under Article X of the current Articles of Incorporation for North Hampton Association, Inc., North Hampton, LLC, a Delaware limited liability company, has been turned over has occurred at Seventy-Five (75%) percent of the total (675) properties sold and the Board of Directors are in control of the Association.. Under the Declaration of Covenants and Restrictions for North Hampton, the Association has the right to amend the Articles of Incorporation, as herein amended, with the vote of the members. The quorum of member having been met, and approval of these Amendments approved. Accordingly, North Hampton, LLC hereby amends the Articles of Incorporation as set forth herein and approves these First Amended and Restated Articles of Incorporation.

As amended, the Board of Directors of the North Hampton Association, Inc. hereby adopts the following First Amendment to the Amended and Restated Articles of Incorporation.

ARTICLE I

Name

The name of this corporation is North Hampton Association, Inc. called the "Association" in these Articles.

ARTICLE II

Office and Registered Agent

The Association's principal office is located at One San Jose Place, Suite 34, Jacksonville, Florida 32241, c/o Stazac Management, Inc.. is hereby appointed the registered agent of the Association. Both the Association's registered office and registered agent may be changed from time to time as provided by law.

ARTICLE III

Purpose and Powers of the Association

The Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of that tract of land located in Nassau County, Florida, which is described in and made subject to the

provisions of that Declaration of Covenants and Restrictions for North Hampton recorded in the Public Records of Nassau County, Florida, as amended from time to time (the "Declaration") and any additions to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration. Without limitation, this Association is empowered to:

(a) Declaration Powers. Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all of the provisions of the Declaration pertaining to the Association in its own name, including without limitation, enforcement of the provisions relating to the operation and maintenance of the Surface Water or Stormwater Management System.

(b) Property. Own, hold, improve, operate, maintain, sell, lease, transfer, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

(c) Assessments. Adopt budgets and levy, collect, and enforce by- any lawful procedure all charges or assessments established by, or pursuant to, the Declaration, including adequate assessment of fees for the costs of operation and maintenance of the Surface Water or Stormwater Management System and assessments for services or materials for the benefit of Owners or the Property for which the Association has contracted with third party providers.

(d) Costs. Use the proceeds collected from assessment to pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property.

(e) Maintenance. Maintain, manage, repair, replace and operate all the Common Areas and Common Maintenance Areas, including but not limited to portions of the street right-of-ways and the Surface Water or Stormwater Management System and all associated facilities. The Association shall operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management District (" SJRWMD"), Permit No. 4-089-62883-1 requirements and applicable SJRWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the maintenance of the Surface Water or Stormwater Management System.

(f) Reconstruction. Reconstruct improvements after casualty and construct further improvements to the Common Areas.

(g) Borrowings. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(h) Reorganizations. Participate in mergers and consolidations with other nonprofit corporations organized for similar purposes, with approval of two-thirds (2/3) of each class of members.

(i) Regulations. From time to time adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Areas consistent with the rights and duties established by the Declaration.

(j) Contract. Contract with others for performance of the Association's management and maintenance responsibilities under the Declaration and for the furnishing of services or materials for the benefit of the Owners or the Property consistent with the provisions of the Declaration, including without limitation, contracting for utility, telecommunications, internet, and security services.

(k) General. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or desirable to exercise any right, power, or privilege so granted.

ARTICLE IV

Membership

Section 1. Lot Owner. Every person who from time to time holds the record fee simple title, or any undivided fee simple interest of record, to any Lot is a member of this Association, including contract sellers, but excluding all persons who hold any interest in any Lot 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 is appurtenant to, and may not be separated from, ownership of at least one Lot. Membership may not be transferred except by transfer of record title to such Lot.

Section 2. Club Owner. Although the Club Owner is not a Member of the Association, it shall have the right to attend Association meetings, to address the Board of Directors and Members of the Association, and to review and obtain copies of the Association's records relating to its participation in the Surface Water or Stormwater Management System and other matters affecting the Club Property or the Club Owner, including without limitation the Association's maintenance and repair of the landscaped and grassed areas of the entry road of the North Hampton PUD.

ARTICLE V

Voting Rights

Section 1. Classification. This Association has two classes of voting membership:

CLASS A. So long as there is Class B membership, Class A members are all Owners, except Developer. Class A members are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members will be all Owners, including Developer so long as Developer is an Owner.

CLASS B. The Class B member is Developer, who is entitled to three (3) votes for each Lot or proposed Lot owned within the North Hampton PUD. The Class B membership will cease and convert automatically to Class A membership on the first to occur of the following events: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) ten (10) years from the recording date of the Declaration; or (iii) the effective date of the Developer's written waiver of the Class B membership rights. Upon the conversion of Class B membership, all provisions of the Declaration, these Articles, and the By-Laws referring to classes of membership will be of no further force and effect.

Upon any of the above events occurring, the Class A members shall be obligated to elect the Board of Directors and assume control of the Association. Provided, however, the Class B membership shall be automatically reinstated at any time before the expiration of 10 years from the recording date of the Declaration if additional Lots owned by the Class B member are annexed into the Association as permitted by the Declaration in sufficient numbers to restore a ratio of at least one Class B Lot to three (3) Class A Lots in the overall area subject to the Declaration.

Section 2. Co-Ownership. If more than one Person owns a record fee simple interest in any Lot, all such Persons are members, although there is only one vote for such Lot and no fractional votes are permitted. The vote may be exercised as the Owners determine among themselves, but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the authorized voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless the Association is notified otherwise in writing.

ARTICLE VI

Board of Directors

Section 1. Number and Term. This Association's affairs are managed by a Board of Directors, the number of Directors from time to time may change from a minimum of three to a maximum of nine, but at all times must be an odd number. The term of office for all Directors is two years and any Director may succeed themselves in office. The election of Owner-Directors in 2007 shall be three Directors, for a two year term of office and two Directors for a one-year term of office, and any such Director may succeed themselves in office.

Section 2. Election. All Directors are elected by written ballot at the annual meeting. Each member entitled to vote may cast as many votes for each vacancy as such member has under the provisions of Article V of these Articles and the person receiving the largest number of votes cast

by the Class A and Class B members for each vacancy is elected. Cumulative voting is not permitted.

Section 3. Initial Directors. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Name</u>	<u>Address</u>
Edward E. Burr	10161 Centurion Parkway North, Suite 190 Jacksonville, Florida 32256
Roger Postlethwaite	10161 Centurion Parkway North, Suite 190 Jacksonville, Florida 32256
Robert Furlong	10161 Centurion Parkway North, Suite 190 Jacksonville, Florida 32256

ARTICLE VII

Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors were as follows:

<u>Names and Addresses</u>	<u>Office</u>
Roger Postlethwaite	President
Joseph Carbonara, III	Vice President
Cheryl Graham	Secretary /Treasurer

ARTICLE VIII

Existence and Duration

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. This Association exists perpetually. In the event of termination, dissolution or liquidation of the Association, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes, and the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

ARTICLE IX

By-Laws

The Association's By-Laws initially will be adopted by the Board of Directors. For so long as the Developer has the right to elect a majority of the Board of Directors, the Developer shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend the By-Laws: (i) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity or error or any inconsistency between the By-Laws and the other Legal Documents; or (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property. The By-Laws may also be amended or rescinded by a majority vote of a quorum of both classes of members present at any regular or special meeting duly called and convened, provided that, for so long as Developer owns and holds any Lot for sale in the ordinary course of business, all amendments must be approved by Developer in writing, and provided further, if the Federal Housing Authority or the Veterans Administration has guaranteed or insured any mortgage loans for Lots within the Property, then the *FHA/VA* has the right to veto any amendments of the By-Laws for so long as the Developer has the right to elect a majority of the Board of Directors.

ARTICLE X

Amendments

Section 1. Developer. For so long as the Developer has the right to elect a majority of the Board of Directors, the Developer shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend these Articles: (i) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make,

insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents; or (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property.

Section 2. Other Amendments. Other amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of each class of members, and the written approval of Developer for so long as Developer owns and holds any Lot for sale in the ordinary course of business, and for so long as the Developer has the right to elect a majority of the Board of Directors, the approval of the Federal Housing Authority or Veterans Administration, provided that either organization has insured or guaranteed mortgage loans for Lots within the Property.

ARTICLE XI

Other Approvals

As provided in the Declaration, for so long as Developer owns and holds any Lots for sale in the ordinary course of business, the written approval of the Developer is required for the merger, consolidation, or dissolution of this Association. For so long as the Developer has the right to elect a majority of the Board of Directors, the approval of the Federal Housing Authority or Veterans Administration is required for annexation of additional properties, mergers, consolidations or dissolutions of the Association (but only if such annexation is not specifically provided for in the Declaration), or mortgaging or dedication of the Common Areas, provided that either organization has insured or guaranteed mortgage loans- for Lots within the Property.

ARTICLE XII

Voting Requirements

Section 1. Percentage Requirements. Unless any provision of these Articles, the Declaration or the By-Laws expressly requires the approval of both classes of the membership or of the Developer or any other Person, the majority vote of those members present and voting at a duly called and convened meeting shall constitute the act of the membership. If any provision of these Articles, the Declaration, or the By-Laws expressly requires the approval of both classes of membership, and in the absence of an express provision requiring a specified percentage of the total votes eligible to be cast by either or both classes of membership, the majority vote of those members of each class present and voting at a meeting duly called and convened is sufficient to constitute the act of that class.

Section 2. Two-Thirds of Class. Any of the following constitute extraordinary actions that must be approved by two-thirds (2/3) of each class of members and by Developer for so long as Developer is a member of the Association: (i) any mortgaging or conveyance of this Association's property; (ii) any merger or consolidation of this Association; (iii) any dissolution of this Association; (iv) amendment of these Articles of Incorporation.

Section 3. Two-Thirds of Those Present. Any of the following constitute extraordinary actions that require the approval of two-thirds (2/3) of the Class A members present in person or by Absentee Ballot and of Developer for so long as Developer is a member of the Association: (i) any special assessment as provided in Article 6.3 of the Declaration; and (ii) any extension of the Declaration to additional lands except as provided for in the Declaration; and (iii) the purchase of additional lands to be owned by the Association for the benefit of Owners.

Section 4. Notices, Absentee Ballots and Quorum Requirements.

- a. Written notice of all meetings of the membership must be given to all owners not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings.
- b. The presence of members or votes from absent members entitled to cast their vote, of at least ten (10%) percent of all members shall constitute a quorum. If a quorum is not forthcoming, the members present shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting until the required quorum shall be present or represented.
- c. Absentee Ballots replace the Proxy option previously allowed.

Section 5. Written Action. Any action that may be taken at any membership meeting, including any Extraordinary Action enumerated in this Article, may be taken in the absence of a quorum, or without a meeting, without prior notice, and without a vote if: (i) written consent, setting forth the action so taken, is signed by those Owners entitled to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting; and (ii) within 10 days after obtaining such written consent, notice thereof is given to those members who have not so consented in writing.

Section 6. Certificate. An instrument signed by any executive officer of this Association, and attested by the Association's Secretary under the Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to Persons without actual knowledge to the contrary.

ARTICLE XIII

Interpretation

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 have the same meaning where used in these Articles, and the rules of interpretation set forth in the Declaration apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the incorporator intends their provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, the duly authorized Board of Directors of the North Hampton Association, Inc. have executed these First Amendment to the Amended and Restated Articles of Incorporation of North Hampton Association, Inc. as of this day of May 21, 2007.


NORTH HAMPTON ASSOCIATION, INC.

A Florida not-for-profit corporation


Director


Director


Director


FRANK SMITHERS, Secretary