

JAN-21

2:51

JAN

21

H0100006680

Florida Department of State
Division of Corporations
Public Access System
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H01000010668 1)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 922-4001

From:

Account Name : TRENAM, KEMKER, SCHARF, BARKIN, FRYE, O'NEILL & MULLIS, P.A.
Account Number : 076424003301
Phone : (813) 223-7474
Fax Number : (813) 229-6553

SECRETARY OF STATE
TALLAHASSEE, FL 32301

01 JAN 25 PM 12:26

FILED

DRB 00-6861

FLORIDA NON-PROFIT CORPORATION

Lake Sapphire Estates and Lake Thomas Estates Homeow

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$78.75

Electronic Filing Menu

Corporate Filing

Public Access Help

10TH JAN 25 2001

[Handwritten signature]

ARTICLES OF INCORPORATION**LAKE SAPPHIRE ESTATES AND LAKE THOMAS ESTATES HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporators, residents of the State of Florida and of full age, hereby make, subscribe, acknowledge and file with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not-for-profit under the laws of the State of Florida and the provisions of Chapter 617, Florida Statutes. For purposes of these Articles, all capitalized terms which are not otherwise defined will have the meanings ascribed to them by the Declaration of Easements, Protective Covenants and Deed Restrictions for Lake Sapphire Estates and Lake Thomas Estates (the "Declaration"), which is recorded or will be recorded in the Official Records of Hillsborough County, Florida.

ARTICLE I**Name**

The name of this corporation is Lake Sapphire Estates and Lake Thomas Estates Homeowners Association, Inc., a Florida corporation not-for-profit, (hereinafter called "Association" in these Articles).

ARTICLE II**Principal Office and Registered Agent**

This Association's principal and registered office and its mailing address is 811 Brantenburg Way, Lutz, FL 33549 and its registered agent is Steven P. Lewis. Both this Association's registered office and registered agents may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III**Objects and Purpose**

The Association does not contemplate pecuniary gain or profit to its members. The Association has been formed for the objects and purpose of, and shall have exclusive jurisdiction over and sole responsibility for, the ownership, administration, management, operation, regulation, care, maintenance, preservation, protection and architectural control of all Common Property (as defined in the Declaration), specifically the Common Surface Water Management System; the levy, collection and payment of all Assessments, and the promotion, and advancement of the health, safety and general welfare of the members of the Association, all as more particularly provided in the Declaration and in these Articles, the By-Laws and any Rules and Regulations of the Association which may from time to time be adopted, all having to do with those certain residential Lots within those certain tracts of property in Hillsborough County, Florida, described in the Declaration as the Lake Sapphire Estates Property, more particularly described in the plat of Lake Sapphire Estates, according to the map or plat thereof recorded in Plat Book 86, Pages 50-1 through 50-2, Public Records of Hillsborough County, Florida, and (2) described in the Declaration as the Lake Thomas Estates Property, more particularly described in the plat of Lake Thomas Estates, according to the map or plat thereof recorded in Plat Book 86, Pages 49-1 through 49-2, Public Records of Hillsborough County, Florida

ARTICLE IV**Powers**

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges and perform all duties of this Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, the terms of said Declaration being incorporated herein as if set forth in full.

(b) Property. In any lawful manner, acquire, own, hold improve, manage, operate, maintain, insure, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, including but not limited to, real, personal, mixed, tangible or intangible, in connection with this Association's affairs, and to employ such persons or independent contractors as may be reasonably required to carry out the Association's duties and responsibilities under the Declaration.

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or Assessments established by, or pursuant to, the Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be necessary to pay all common expenses of the Association or otherwise conduct the business and affairs of the Association, and to use and expend the proceeds of Assessments in the exercise of its powers and duties hereunder.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, licenses, taxes, or other government charges levied or imposed against this Association's property.

(e) Borrowing. Borrow money and, with the approval of seventy-five percent (75%) of the members of the Association, mortgage, pledge, deed in trust, 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.

(f) Dedications. With the approval of seventy-five percent (75%) of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five percent (75%) of the members determine. The foregoing sentence is intended to control over any provision of these Articles or the Declaration to the contrary.

(g) Mergers. Merge the Association with another homeowners association, pursuant to applicable law.

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Property consistent with the rights and duties established by the Declaration and these Articles.

(i) General. Have and exercise all common law rights, powers, and privileges and those 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 reasonable to be implied from the existence of any right, power, or privilege so granted, or which may be necessary to advance, promote, enhance and protect the health, safety and general welfare of the members of the Association and the Owners of Lots in the Lake Thomas Estates Property and the Lake Sapphire Estates Property.

(j) Enforcement. To enforce by legal means the obligations of the members of the Association, the provisions of the Declaration, and the provisions of the conveyance of the Common Property to the Association, if any, with respect to the use and maintenance thereof.

(k) Common Property. The Association shall operate and maintain the Common Property, specifically including the Private Road Parcels and the Common Surface Water Management System as permitted by the Southwest Florida Water Management District, including all ponds, retention areas, water management areas, swales, ditches, culverts, structures and related appurtenances.

ARTICLE V

Membership and Voting Rights

Automatic and Mandatory Membership. Every Owner shall automatically and mandatorily be a member of the Association upon becoming an Owner. Membership may not be refused, waived or surrendered, but a member's voting rights may be regulated or suspended as provided in the Declaration, these Articles, the By-Laws and any rules and regulations of the Association from time to time adopted. Membership in the Association shall be appurtenant to and may not be separated from the ownership interest of an

Owner in the Lot, piece, parcel or tract of land within the Property owned by such Owner. The membership of an Owner in the Association shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred and assigned to a transferee upon the transfer of the ownership interest required for membership in the Association. The Association shall have the right to record any such automatic transfer upon the books and records of the Association without any further action or consent by the transferring Owner or any transferee Owner. The Association shall have one class of voting membership, consisting of all Owners of Lots within the Lake Sapphire Estates Property and Lake Thomas Estates Property, each of whom shall be entitled to one vote for each Lot owned in such subdivisions. When more than one person holds an interest in any Lot, all such persons shall be members but will collectively constitute one Owner. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE VI

Board of Directors

Section 1. Board Membership. This Association's affairs, business and property are and will be managed by a Board of Directors, initially composed of three (3) directors, but which will never be fewer than three (3), nor more than seven (7). The number of directors from time to time may be changed by amendment to this Association's Bylaws. The initial directors named below shall serve until this Association's first annual meeting. Except for the initial directors designated in Section 2 below, any directors thereafter from time to time appointed or elected by the members must be members of the Association. All vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining directors, even if such remaining directors constitute less than a quorum. Any director may succeed himself or herself in office. All directors will be elected by secret written ballot. At the first annual meeting, the members shall elect one director for a term of one (1) year, one director for a term of two (2) years, and one director for a term of three (3) years. At each annual meeting thereafter, the members shall elect one director for a term of three (3) years; provided, however, that if at such first annual meeting, or at any subsequent meeting, Owners other than Declarant are entitled to elect at least one (1) director, then the number of directors on the Board will automatically increase to five (5), two of whom will serve for a one (1) year term, two of whom will serve for a two (2) year term and one of whom will serve for a three (3) year term. In such event, at each annual meeting thereafter, the members shall elect one director for a term of three (3) years. Each member may cast as many votes for each vacancy as such member then has, and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. It is the intent and design of these Articles to provide reasonable representation on the Board to Owners in both the Lake Sapphire Estates Property and the Lake Thomas Estates Property. Accordingly, at least one member of the Board of Directors shall be the Owner of a Lot in the Lake Sapphire Estates Property and at least one member of the Board of Directors shall be the Owner of a Lot in the Lake Thomas Estates Property.

Section 2. Initial Board of Directors. The names and addresses of the persons who will serve as directors until their successors have been fully elected and qualify, unless they sooner die, resign, or are removed are:

Steven P. Lewis
811 Brantenburg Way
Lutz, FL 33549

Sara Lewis
811 Brantenburg Way
Lutz, FL 33549

Charles Lewis
811 Brantenburg Way
Lutz, FL 33549

Section 3. Board Authority. All of the duties and powers of the Association existing under and pursuant to Chapter 617, Florida Statutes, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, subject to approval by the members of the Association when specifically required. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws. The Board of Directors of the Association shall have the power and authority to cause the Association to make the annual election with respect to the Association's federal income tax treatment under the Internal Revenue Code, if any such election is necessary or desirable.

ARTICLE VII
Indemnification and Release of Officers and Directors

Section 1. Indemnification. Every officer and every director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or a director of the Association, or in connection with or on account of any settlement thereof, whether or not he is an officer or a director of the Association at the time that such expenses and liabilities are incurred, except in such cases wherein any such officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that any claim for reimbursement or indemnification hereunder may be settled with the approval of the Board of Directors in the best interest of the Association.

Section 2. Right of Indemnification Cumulative, Not Exclusive. The right of indemnification provided by this Article shall be in addition to and not exclusive of and shall not be deemed to limit, in any way, the powers of the Association to indemnify any officer or director and the right of any officer or director to be indemnified by the Association by or under the common law or statutory laws of the State of Florida, the Declaration, the By-Laws or otherwise.

Section 3. Release of Officers and Directors. The resignation or expiration of the term of office of, or the removal or replacement of, a director, including those directors initially designated in these Articles, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the Association who has been appointed by the initial Board of Directors, including those officers initially designated in these Articles, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or any of its members had, now have, or which any heir, personal representative, successor or assign of the Association or its members hereafter can, shall or may have against any such director or officer of the Association for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office.

ARTICLE VIII
By-Laws

The initial By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws. No amendment to the By-Laws shall change the rights and privileges of the Declarant under these Articles, the By-Laws or the Declaration without Declarant's approval, in its sole and absolute discretion. In the event of any conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE IX
Incorporator

The name and residence of the Incorporator is:

Steven P. Lewis
811 Brantenburg Way
Lutz, FL 33549

ARTICLE X**Dissolution**

Section 1. This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of the members of the Association. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets will be distributed to any other corporation not-for-profit which is created and established for purposes similar to this Association or dedicated to a municipality, county or other appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, any member of the Association or any other interested party shall be entitled to petition the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity for purposes similar to that of this Association. Any Common Property so distributed upon dissolution of the Association, as aforesaid, shall continue to be subject to and encumbered by the terms and provisions of the Declaration and such other restrictions and limitations as may have been imposed upon such Common Property in the instrument by which title thereto was originally conveyed by the Declarant to the Association. In no event, however, may any assets inure to the benefit of any member or other private individual.

ARTICLE XI**Duration**

This Association exists in perpetuity so long as the Property is used in whole or in part as a residential community.

ARTICLE XII**Amendments**

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, provided that each such amendment must have the approval in writing of seventy-five percent (75%) of the members of the Association, except as to those provisions for Amendment to the Bylaws which are provided in the Declaration or any Supplemental Declaration, in which case those provisions shall control such Amendments.

ARTICLE XIII**Non-Profit Status**

No part of the net earnings of the Association shall inure to the benefit of any of its members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association are not to be taken into account in any manner.

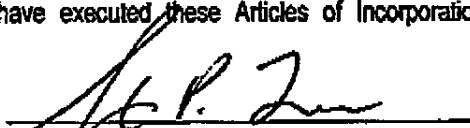
ARTICLE XIV**Interpretation**

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provision to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XV
FHA/VA Approval

To the extent and only for so long as required by applicable federal regulations, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Property and dissolution or amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming the Corporation under the laws of the State of Florida, I, the undersigned, being the incorporator of this Association, have executed these Articles of Incorporation this 14th day of oct, 2000.


STEVEN P. LEWIS
Incorporator

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

The forgoing instrument was acknowledged before me this day of 10-16-, 2000 by Steven P. Lewis. He is either [check applicable blank] ✓ personally known to me or _____ has produced a valid drivers license of the State of Florida a identification.


Notary Public
My Commission Expires _____



CERTIFICATE OF DESIGNATION

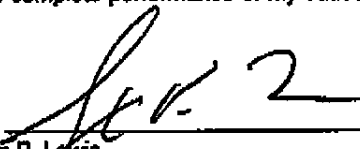
REGISTERED AGENT AND REGISTERED OFFICE

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is Lake Sapphire Estates and Lake Thomas Estates Homeowners Association, Inc.
2. The name and address of the registered agent and office are:

Steven P. Lewis
811 Brantenburg Way
Lutz, FL 33549

Having been named as registered agent and to accept service of process for the above stated Corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to at in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

SIGNATURE: 
NAME: Steven P. Lewis

DATE: 10-14-26

\\vtdrb\sewis\doctantc of inc.doc

FILED
01 JAN 25 PM 12:26
SECRETARY OF STATE
TALLAHASSEE FLORIDA