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October 7, 2015

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: Certificate of Amendment to the Articles of Incorporation
Spinnaker Cove Townhomes Property Owners Association, Inc.

Dear sir/madam:

Please find and record the enclosed original signed Certificate of Amendment to the Articles of Incorporation for Spinnaker Cove Townhomes Property Owners Association, Inc., originally filed with the Secretary of State of Florida on November 13, 2002, document number N02000008766. A check in the amount of \$35.00 for the amendment recording fee is enclosed as well.

I know that you are incredibly busy, but I would greatly appreciate it if you could stamp and return the enclosed copy of the Certificate of Amendment in the self-addressed envelope we provided.

Thank you for your assistance in this matter, and if you have any questions, please do not hesitate to contact me.

Sincerely,



Monique E. Parker, Esquire

Enclosures

Prepared by and return to:
Monique E. Parker, Esq.
Rabin Parker, P.A.
28163 U.S. 19 North, Suite 207
Clearwater, Florida 33761

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF
INCORPORATION OF SPINNAKER COVE TOWNHOMES
PROPERTY OWNERS ASSOCIATION, INC.**

I hereby certify that at a duly called meeting of the members of Spinnaker Cove Townhomes Property Owners Association, Inc., (the "Association") held on September 8, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Articles of Incorporation of Spinnaker Cove Townhomes Property Owners Association, Inc., attached hereto as EXHIBIT A, were duly adopted by the membership. The Articles of Incorporation of Spinnaker Cove Townhomes Property Owners Association, Inc., were originally recorded with the State of Florida, Department of State document number N02000008766 and as Exhibit "B" of the original Declaration, Official Records Book 13933, Page 736, within the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the Spinnaker Cove Townhomes Property Owners Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 29th day of September, 2015.

John Loggins
(Signature of Witness #1)
John Loggins
(Printed Name of Witness #1)
Karen M. Loggins
(Signature of Witness #2)
KAREN M. Loggins
(Printed Name of Witness #2)

SPINNAKER COVE TOWNHOMES
PROPERTY OWNERS ASSOCIATION, INC.

By: Thomas Paulowski
Thomas Paulowski, President
(Signature)
(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 29th day of SEPTEMBER, 2015, by Thomas Paulowski as president of Spinnaker Cove Townhomes Property Owners Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced FLORIDA DRIVERS LICENSES identification.

Karen M. Loggins
Notary Public/State of Florida
My commission expires: 4/17/2017



ADOPTED AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SPINNAKER COVE TOWNHOMES
PROPERTY OWNERS ASSOCIATION, INC.

These amended and restated Articles of Incorporation are being adopted to update and supersede the original Articles which were filed with the State of Florida and recorded at Official Records Book 13933, page 791 of the Public Records of Hillsborough County, Florida, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida.

ARTICLE 1. NAME. The name of this corporation is Spinnaker Cove Townhomes Property Owners Association, Inc., a Florida corporation not-for-profit (hereinafter called the "Association" in these Articles).

ARTICLE 2. OFFICE AND REGISTERED AGENT. The Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law, and the location of the registered office and registered agent of the Association will be shown in the annual reports filed with the State of Florida each year.

ARTICLE 3. PURPOSE. This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, improvement, preservation and architectural control of all common areas, and certain portions of the residential lots within that certain tract of property (hereinafter called the "Property") in Hillsborough County, Florida, and more particularly described as: Spinnaker Cove Townhomes, according to the plat recorded at Plat Book 94, pages 35-1 through 35-6 of the Hillsborough County Public Records.

ARTICLE 4. POWERS. Without limitation this Association is empowered to:

4.1 Declaration. Exercise all rights, powers, privileges, and perform all duties, of this Association set forth in the governing documents for Spinnaker Cove, including that certain Declaration of Covenants, Conditions, Restrictions and Easements for Spinnaker Cove Townhomes (hereinafter called the "Declaration") applicable to the Property and recorded at Official Records Book 13933, page 736 of the Public Records of Hillsborough 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 in full;

4.2 Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

4.3 Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

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

4.5 Borrowing. Borrow money and, with the approval of two-thirds (2/3) of all members entitled to vote, in writing or at a meeting, 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;

4.6 Dedications. With the approval of three-fourths (3/4) of all members entitled to vote, in writing or at a meeting, 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 members determine, and as may be further provided in the Declaration;

4.7 Mergers. With the approval of two-thirds (2/3) of all members entitled to vote, in writing or at a meeting, participate in mergers and consolidations with other not-for-profit corporations organized for similar purposes;

4.8 Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the lots and common property (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

4.9 Levy/Collect Assessments. To levy and collect adequate assessments against members of the Association for the costs of carrying out the duties and responsibilities of the Association, including maintenance and operation of the surface water or stormwater management systems, and work within retention areas, drainage structures, and drainage easements;

4.10 Operate/Maintain. To operation, maintain, and manage the Common Property, and improvements as outlined in the Declaration, the conservation areas and the surface water and stormwater management system, including all lakes, retention areas, culverts, and related appurtenances, in a manner consistent with the Southwest Florida Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein;

4.11 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 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 to effectuate the exercise of any right, power, or privilege so granted;

4.12 Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

4.13 Litigation. To sue or be sued; provided, however, that this Association's right to sue any third party may be limited by the Declaration or the Florida Statutes;

4.14 Engage in all lawful acts permitted or authorized by Chapters 617 and 720 of the Florida Statutes;

4.15 The Southwest Florida Water Management District (the "District") has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities;

4.16 Any amendment of the Declaration of protective covenants, deed restrictions or declaration affecting the surface water management system facilities shall have the prior written approval of the District; and

4.17 If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

ARTICLE 5. MEMBERSHIP. Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other 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 that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such lot. Each membership is transferred automatically by record conveyance or other transfer of title of a lot.

ARTICLE 6. VOTING RIGHTS. Members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership herein; provided, however, there shall be only one (1) vote per lot. In any situation where a person is entitled personally to exercise the vote for his lot and more than one (1) person holds the interest in such lot required for membership, the vote for such lot shall be exercised as those persons determine among themselves. The lot's vote shall not be counted if different owners cannot agree on how they wish to vote, attempt to or cast different or partial votes.

ARTICLE 7. BOARD OF DIRECTORS. This Association's affairs are managed by a Board of Directors composed of the number of members set forth in the Bylaws. The term of office for all Directors is one year and shall expire at the conclusion of the annual meeting or when his or her successor has been elected or appointed. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each member may vote for each vacancy; however, cumulative voting is not permitted. Directors must be Association members.

ARTICLE 8. DISSOLUTION.

8.1 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 all members entitled to vote. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is

refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

8.2 In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water and stormwater management system must be transferred to and accepted by an entity which would comply with the requirements of, and be approved by, the Southwest Florida Water Management District, prior to such termination, dissolution or liquidation.

ARTICLE 9. DURATION. This Association exists perpetually.

ARTICLE 10. BYLAWS. This Association's Bylaws initially will be adopted by the Board of Directors. Thereafter, the Bylaws maybe altered, amended, or rescinded with the approval of the Board of Directors, or as otherwise provided in the Bylaws, except as to those provisions for amendment to the Bylaws which are provided in the Declaration in which case those provisions shall control such amendment.

ARTICLE 11. AMENDMENTS.

11.1 Amendments to these Articles may be proposed by either the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the members entitled to vote. Any such petition will be subject to review and editing as to form and legality by legal counsel for the Association.

11.2 In order to be adopted each such amendment must have the approval of at least seventy-five percent (75%) of the lot owners, who are entitled to vote and who participate in the voting at a membership meeting, in person or by proxy.

11.3 No amendment to this charter pursuant to this section shall extinguish the duty of the Association to maintain all common areas and common elements as provided herein.

ARTICLE 12. INTERPRETATION. Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. The provisions of these Articles shall be, wherever possible, interpreted 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. In the event of a conflict, the Declaration shall control over the Articles, and the Articles shall control over the Bylaws.

ARTICLE 13. INDEMNIFICATION.

13.1 The corporation shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director, officer, employee, or agent of the

corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law, said indemnity to include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director, officer, employee or agent as hereinabove provided, or as otherwise contemplated and included within applicable law. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director, officer, employee or agent, and shall ensure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director, officer, employee or agent after the effective date of such amendment, and such amendment shall not otherwise affect the rights of indemnification for any individual who has theretofore served as a director, officer, employee or agent.

13.2 However, notwithstanding any other provision of this article, the Association will be relieved of any obligation to indemnify such individual under this section if the Board of Directors or a court of competent jurisdiction determines that the proceedings against the director, offices, employees, or agent who is seeking indemnification either:

- (A) Arose out of actions which were outside the scope of the duties or expected activities of such individuals; or
- (B) Arose out of intentional or willful misconduct or self-dealings, or criminal activities.

13.3 Notwithstanding any other provisions herein, the advancement of funds and retention of legal counsel for any person being indemnified by the Association will be subject to prior Board approval, and any retention of counsel must be coordinated with the Association due to the potential involvement of insurance counsel.

END OF ADOPTED AMENDED AND RESTATED ARTICLES OF INCORPORATION