

04/30/2008 11:59 FAX 4074231831

DEAN MEAD ORLANDO

001

Division of Corporations

Page 1 of 1

Florida Department of State
Division of Corporations
Public Access System

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.

((H08000114901 3)))



H080001149013ARCY

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) 617-6380

From:

CARL MATTHEWS
Account Name : DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH,
Account Number : 076077001702
Phone : (407) 841-1200
Fax Number : (407) 423-1831

FILED
08 APR 30 PM 2:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COR AMND/RESTATE/CORRECT OR O/D RESIGN

VILLAGE PARK CENTER PROPERTY OWNER'S ASSOCIATION INC

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	\$43.75

Electronic Filing Menu

Corporate Filing Menu

Help

*Amended And Listed
Art.*

04/30/2008 12:00 FAX 4074231831
850-817-6381

DEAN MEAD ORLANDO

4/30/2008 10:12 PAGE 001/001

Florida Dept of State 002



April 30, 2008

FLORIDA DEPARTMENT OF STATE

Division of Corporations

VILLAGE PARK CENTER PROPERTY OWNER'S ASSOCIATION INC.
2295 NW CORPORATE BLVD
SUITE 110
BOCA RATON, FL 33134

SUBJECT: VILLAGE PARK CENTER PROPERTY OWNER'S ASSOCIATION INC.
REF: N04000002846

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The current name of the entity is as referenced above. Please correct your document accordingly.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6892.

Tina Roberts
Regulatory Specialist II

FAX Aud. #: H08000114901
Letter Number: 108A00026903

RECEIVED
2008 APR 30 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

((H08000114901 3)))

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
VILLAGE PARK CENTER PROPERTY OWNER'S ASSOCIATION, INC.**

Pursuant to the provisions of Sections 617.1006 and 617.1007 of the Florida Statutes, the undersigned Florida not for profit corporation hereby adopts the following Amended and Restated Articles of Incorporation:

ARTICLE I - NAME OF CORPORATION

The name of this corporation shall be Village Park Center Property Owner's Association, Inc. (the "Association").

ARTICLE II - ADDRESS OF PRINCIPAL OFFICE AND MAILING ADDRESS

The address of the principal office of the Association, and the mailing address of the Association, is 2295 NW Corporate Blvd, Suite 110, Boca Raton, FL 33134.

ARTICLE III - TERM OF EXISTENCE

This corporation shall have perpetual existence, commencing with the filing of these Amended and Restated Articles of Incorporation with the Secretary of State.

ARTICLE IV - DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Amended and Restated Declaration of Easements, Covenants, Conditions, and Restrictions for Village Park Center (the "Declaration"), to be recorded in the Public Records of Sumter County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE V - PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's income shall inure to the benefit of or be distributed to any Director, Officer or Member of the Association.

The purposes for which the Association is formed, and the powers which may be exercised by the Association, include, without limitation, the following:

1. To own, operate, maintain, preserve and/or replace the Common Areas located on that certain parcel of real property situate in Sumter County, Florida, to be known as Village Park Center, and described in Exhibit A to the Declaration (the "Property"); and

FILED
08 APR 30 PM 2:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(((H08000114901 3)))

2. To acquire by gift, purchase or otherwise, own, build, improve, operate, repair, maintain and replace, lease, transfer, sell, convey, or otherwise dispose of real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Association; and
3. To establish, levy, collect and enforce payment of all assessments and charges pursuant to the terms and provisions of the Declaration or Bylaws of the Association and to use the proceeds thereof in the exercise of its powers and duties; and
4. To pay all expenses in connection with and incident to the conduct of the business and affairs of the Association; and
5. To borrow money and to pledge, mortgage or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and
6. To exercise such powers which are now or may hereafter be conferred by law upon a property owners association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and
7. To grant easements on or through the Common Areas or any portion thereof; and
8. To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration or the Bylaws, as the same may be amended from time to time; and
9. To promulgate, amend and enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and
10. To contract for the management of the Association and to delegate in such contract the powers and duties of the Association, to the extent permitted by the Declaration, Bylaws and the Florida Not For Profit Corporation Act (the "Act"), and to contract for services to be provided to Owners such as, but not limited to, utilities services; and
11. To purchase insurance upon the Common Areas, the Property or any part thereof and insurance for the protection of the Association, its Officers, Directors and Owners; and
12. To employ personnel and contract with professionals including, but not limited to, attorneys, accountants, architects and engineers to perform the services required for the proper operation of the Association; and
13. To appear through its authorized agents before any legislative, judicial, administrative or governmental body concerning matters affecting the Property and/or the Association; and

(((H08000114901 3)))

(((H08000114901 3)))

14. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the requirements of any Southwest Florida Water Management District permit issued which is applicable to the Property, or any part thereof, and applicable District rules, and shall assist in the enforcement of the Declaration which relates to the surface water or stormwater management system; and

15. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

The foregoing clauses shall be construed both as purposes and powers and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto or otherwise conferred upon not-for-profit corporations by common law and the statutes of the State of Florida in effect from time to time.

ARTICLE VI - BOARD OF DIRECTORS

A. Number and Qualifications. The business and affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the Board of Directors shall be three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Association, but in no event shall there be less than three (3) Directors.

B. Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, the Bylaws and the Act shall be exercised as provided in said documents and the Act.

C. Election; Removal. Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. Term Of Initial Directors. The Declarant shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws.

E. Directors. The names and addresses of the Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Jeffrey Phillips

c/o Developers Funding Corporation
2295 NW Corporate Blvd, Suite 110
Boca Raton, FL 33134

Robert Woods

c/o Developers Funding Corporation
2295 NW Corporate Blvd, Suite 110
Boca Raton, FL 33134

(((H08000114901 3)))

(((H08000114901 3)))

Kevin Brady

c/o Developers Funding Corporation
2295 NW Corporate Blvd, Suite 110
Boca Raton, FL 33134

**ARTICLE VII - TRANSACTION IN WHICH DIRECTORS
OR OFFICERS ARE INTERESTED**

No contract or transaction between the Association and one or more of its Directors or Officers shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's 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.

Similarly, no contract or transaction between the Association and any other corporation, partnership, association, or organization in which one or more of the Officers or Directors of this Association may be an employee or have another affiliated relationship shall be invalid, void, or voidable solely because the Officer or Director of this Association serves as an Officer, Director, employee, principal or is otherwise affiliated with said corporation, partnership, association or other organization which is entering into a contract or transaction with the Association.

ARTICLE VIII - OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its annual meeting following the Annual Meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for filling vacancies and for the duties of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Jeffrey Phillips
c/o Developers Funding Corporation
2295 NW Corporate Blvd, Suite 110
Boca Raton, FL 33134

Vice President, Secretary:

Kevin Brady
c/o Developers Funding Corporation
2295 NW Corporate Blvd, Suite 110
Boca Raton, FL 33134

Treasurer:

Robert Woods
c/o Developers Funding Corporation

(((H08000114901 3)))

(((H08000114901 3)))

2295 NW Corporate Blvd, Suite 110
Boca Raton, FL 33134

ARTICLE IX - MEMBERSHIP AND VOTING

A. Membership. Every person or entity who is an Owner as defined in the Declaration shall be a Member of the Association. Any person or entity who holds an interest in any Lot merely as security for the performance of an obligation shall not be a Member of the Association unless and until such holder of a security interest acquires title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Each Owner shall become a Member of the Association upon title to the Lot being conveyed by deed to such Owner and upon the recording of said deed among the Public Records of Sumter County, Florida, or upon a transfer of title by operation of law. Transfer of membership shall be established by the recording among the Public Records of Sumter County, Florida, of a warranty deed or other instrument establishing a record title to a Lot, the Owner or Owners designated by such instrument thereby becoming a Member or Members of the Association and the membership of the prior Owner or Owners thereupon being terminated.

B. Voting. All votes shall be cast by Members in accordance with Article 4 of the Declaration as the same may be amended from time to time.

ARTICLE X - AMENDMENT

Amendments to these Articles shall be proposed in the following manner:

A. Notice. Notice of the subject matter for proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. Proposal. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than two-thirds (2/3) of the Members of the Association represented at a meeting at which a quorum thereof has been attained.

C. Adoption. Upon any amendment or amendments to these Amended and Restated Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by such office of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the Members as described in the Bylaws; provided, that proposed amendments to these Amended and Restated Articles of Incorporation may be considered and voted upon at annual meetings of the Members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member

(((H08000114901 3)))

at his post office address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the Owners of not less than seventy-five percent (75%) of the Lots. Owners may be present in person or by proxy as allowed by applicable law. Such vote may be taken at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Amended and Restated Articles of Incorporation shall be transcribed and certified in such format as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Amended and Restated Articles of Incorporation shall be recorded in the Public Records of Sumter County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article X, no amendment to these Amended and Restated Articles of Incorporation which shall abridge, amend or alter the right of the Declarant to designate and select members of the Board of Directors of the Association, as provided in Article III of the Bylaws, may be adopted or become effective without the prior written consent of the Declarant.

D. Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XI - BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XII - ASSOCIATION ASSETS

The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Bylaws.

ARTICLE XIII - INDEMNIFICATION

A. Indemnity. To the extent permitted by applicable law, the Association shall indemnify, hold harmless and defend any person ("Indemnitee") who was or is 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, Officer or employee of the Association, including those selected, appointed, or elected by the Declarant, against expenses (including attorneys' fees and appellate attorneys'

(((H08000114901 3)))

(((H08000114901 3)))

fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnatee, that he was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. Agreement To Defend. To the extent that a Director, Officer or employee of the Association is 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, Officer or employee of the Association, including those selected, appointed, or elected by the Declarant, the Association hereby agrees to defend and provide counsel to such Indemnatee and shall advance all attorneys' fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Association shall advance such retainers, as well as having full responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the pendency of any action, suit or proceeding or in advance of same in the event such action, suit or proceeding is threatened. The Indemnatee shall have the right of reasonable approval of any attorneys proposed to represent said Indemnatee. The agreement to defend provided for in this section shall be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Articles and Bylaws of the Association, the Declaration and as elsewhere provided by law.

C. Expenses. To the extent that a Director, Officer or employee of the Association including those selected, appointed, or elected by the Declarant, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys, fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XIII shall be fully assessable against Owners as Common Expenses of the Association.

D. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, as provided hereinabove, by or on behalf of the affected Director, Officer or employee, including those selected, appointed, or elected by the Declarant. In the event that it shall ultimately be determined that such Indemnatee is not entitled to be indemnified by the Association as authorized in this Article XIII, the Indemnatee shall reimburse the Association for all attorneys' fees and costs advanced by it on behalf of the Indemnatee.

(((H08000114901 3)))

(((H08000114901 3)))

E. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of Members, Florida law, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or employee, including those selected, appointed, or elected by the Declarant, and shall inure to the benefit of the heirs and personal representatives of such person.

F. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer or employee of the Association, including those selected, appointed, or elected by the Declarant, or is or was serving, at the request of the Association, as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

G. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article XII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIV - SELF DEALING; VALIDITY OF AGREEMENT; WAIVER OF CLAIMS

A. Self Dealing. No contract, agreement or undertaking of any sort between or among the Association, Directors, Officers, Members or the Declarant shall be invalidated or affected solely by reason that any of them are financially interested in the transaction or that they are employed by Declarant.

B. Validity of Agreement. No contract, agreement or undertaking of any sort between the Association and any entity or individual shall be invalidated or affected by reason that the Association, its Directors, Officers, the Declarant, its agents or employees hold a financial interest in or with the individual or entity.

C. Waiver of Claims. To the extent permitted by applicable law, by acquisition of title to a Lot, or any interest therein, within the Property, each and every individual or entity thereby waives any claim for damages or other relief grounded in tort, contract, equity or otherwise arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase or thereafter against the Association, its Directors or Officers, Members, the Declarant, its agents or employees.

ARTICLE XV - DISSOLUTION

The Association may be dissolved by a unanimous vote of the Members at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting, and that so long as the Declarant owns one (1) or more Lots in the Property, the Declarant's written consent to the dissolution of the Association must first be

(((H08000114901 3)))

(((H08000114901 3)))

obtained. In the event of the dissolution of this Association or any successor entity hereto, all Association property and maintenance obligations attributable to the Association shall be transferred to a successor entity. In the event of termination, dissolution or final liquidation of the Association, 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 the rules of Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XVI - REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 2295 NW Corporate Blvd, Suite 110, Boca Raton, FL 33134, and the name of the initial registered agent of the Association at said address is Jeffrey Phillips. The Board of Directors may from time to time designate a new registered office and registered agent.

IN WITNESS WHEREOF, I have subscribed my name as President pursuant to lawful corporate authority this 28th day of March, 2008.

VILLAGE PARK CENTER PROPERTY
OWNERS ASSOCIATION, INC.

By: 

Print Name: Jeffrey Phillips

Print Title: President

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent to accept service of process at the place designated in the foregoing Amended and Restated Articles of Incorporation, I hereby accept such designation and agree to act in such capacity and comply with the provisions of all statutes relative to the proper and complete performance of my duties as registered agent, including the provisions of Section 48.091 of the Florida Statutes. I am familiar with and accept the duties and obligations of Section 617.0503 of the Florida Statutes.


Jeffrey PhillipsDate: MARCH 28, 2008

((H08000114901 3)))

**OFFICER'S CERTIFICATE TO ACCOMPANY
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
VILLAGE PARK CENTER PROPERTY OWNER'S ASSOCIATION, INC.**

I, Jeffrey Phillips, being the duly elected, qualified and acting President of Village Park Center Property Owner's Association, Inc., a Florida not for profit corporation, hereby certify that the Amended and Restated Articles of Incorporation of the corporation accompanying this Certificate were duly adopted and approved by all of the members entitled to vote, and that the Amended and Restated Articles of Incorporation of the corporation accompanying this Certificate were duly adopted and approved by all of the members of the Board of Directors of the corporation on March 28, 2008, in compliance with Section 617.1007 of the Florida Statutes.

IN WITNESS WHEREOF, I have subscribed my name as President pursuant to lawful corporate authority, on this 28th day of March, 2008.

**VILLAGE PARK CENTER PROPERTY
OWNER'S ASSOCIATION, INC.**

By: 
Print Name: Jeffrey Phillips
Print Title: President