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FLORIDA NON-PROFIT CORPORATION

Southern Hills Plantation Homeowners Association, Inc

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
SOUTHERN HILLS PLANTATION
HOMEOWNERS ASSOCIATION, INC.

The undersigned resident of the State of Florida, for the purpose of forming a corporation not for profit under Chapters 617 and 720 of the laws of the State of Florida, hereby certifies:

ARTICLE I

NAME

The name of this corporation is "Southern Hills Plantation Homeowners Association, Inc.," called the "Association" in these Articles.

ARTICLE II

OFFICE AND REGISTERED AGENT

The Association's principal office and mailing address is located at 2202 N. West Shore Boulevard, Suite 125, Tampa, Florida 33607. CT Corporation System, who maintains a business office at 1200 South Pine Island Road, Plantation, Florida 33324, is hereby appointed the initial 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.

Agent Acceptance:

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

CT CORPORATION SYSTEM

By: Connie Bryan *Special Assistant Secretary*

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members. The Association 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 the City of Brooksville, Hernando County, Florida, which is described in and made subject to the provisions of that Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in the Public Records of Hernando, 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. The Association's general purposes shall include, without limitation, the acceptance of ownership and provision of maintenance of the roadways and street rights-of-way within the Project. Without limitation, this Association is empowered to:

1. 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.
2. 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.
3. 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.
4. Costs. Use the proceeds collected from assessments 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.
5. Maintenance. Maintain, manage, repair, replace and operate all the Common Areas and Common Maintenance Areas, including but not limited to the roadways and street rights-of-way within the Project 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 Southwest Florida Water Management District ("SWFWMD") permit requirements and applicable SWFWMD 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.
6. Reconstruction. Reconstruct improvements after casualty and construct further improvements to the Common Areas.
7. 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.

8. 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.
9. 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.
10. Contract. Contract with others for performance of the Association's management and maintenance responsibilities under the Declaration, for the provision of services by the Association to others, including community development districts, to the extent beneficial for the Owners or the Property, 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, whether through franchise agreements or otherwise.
11. 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

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.

ARTICLE V

VOTING RIGHTS

1. Classification. This Association has two (2) classes of voting membership:
 - a. 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 (1) 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.

- b. Class B. The Class B Member is Developer, who is entitled to three (3) votes for each Lot or proposed Lot owned within the Development. The Class B membership will cease and convert automatically to Class A membership on the first to occur of the following events: (i) when ninety percent (90%) of all Lots within the Property have been conveyed to Owners other than Declarant or Declarant's successor builders, developers or contractors; or (ii) twenty (20) 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 Bylaws 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 fifteen (15) 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.

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.
3. Neighborhood. In the event that any Neighborhood is established pursuant to the terms of the Declaration, then each Lot Owner within the Neighborhood shall have the right to vote on matters concerning and affecting the Neighborhood in the manner and to the extent provided for in the applicable Neighborhood Supplement.

ARTICLE VI

BOARD OF DIRECTORS

1. Number and Term. This Association's affairs are managed by a Board of Directors initially composed of three (3) Directors, who need not be Association members. The number of Directors from time to time may be changed from a minimum of three (3) to a maximum of nine (9), but at all times it must be an odd number. The term of office for all Directors is one (1) year, and any Director may succeed himself in office.

2. Election. Initially, the Directors shall be appointed by the Developer in accordance with Subsection 3., below. Thereafter, the Directors shall be appointed or elected, as applicable, in accordance with the terms of Article III of the Bylaws. All Directors are elected by written ballot at the annual membership meetings occurring after the Developer no longer appoints Directors. 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.
3. Initial Directors. The Developer shall have the sole right to appoint all Directors for so long as Class B membership exists. 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>
Joseph M. Carbonara, III	10161 Centurion Parkway North, Suite 190 Jacksonville, Florida 32256
James P. Harvey	2202 N. West Shore Boulevard, Suite 125 Tampa, Florida 33607
Roger F. Postlethwaite	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 Bylaws. 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 are as follows:

<u>Name</u>	<u>Address</u>	<u>Office</u>
James P. Harvey	2202 N. West Shore Boulevard Suite 125 Tampa, Florida 33607	President
Roger F. Postlethwaite	10161 Centurion Parkway North Suite 190 Jacksonville, Florida 32256	Vice President

Joseph M. Carbonara, III 10161 Centurion Parkway North Secretary/Treasurer
Suite 190
Jacksonville, Florida 32256

ARTICLE VIII

EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles 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 Rule 40D, F.A.C., and be approved by the SWFWMD prior to such termination, dissolution or liquidation.

ARTICLE IX

BYLAWS

The Association's Bylaws initially will be adopted by the Board of Directors. For so long as the Developer has the right to appoint or 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 Bylaws: (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 Bylaws and the other Legal Documents; (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (iv) any other reason deemed by the Developer to be advisable, desirable or beneficial for the Property and the Association. The Bylaws 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.

ARTICLE X

AMENDMENTS

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: (a) to comply with any requirements of a governmental agency, institutional Mortgages, 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 (b) to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents; or (c) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (d) for any other reason deemed by the Developer to be advisable, desirable or beneficial for the Property and the Association.

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 or has the right to elect a majority of the Board of Directors.

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.

ARTICLE XII

VOTING REQUIREMENTS

1. Percentage Requirements. Unless any provision of these Articles, the Declaration or the Bylaws 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 Bylaws 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.
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: (a) any mortgaging of this Association's property; (b) any merger or consolidation of this Association; or (c) any dissolution of this Association.

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 proxy and of Developer for so long as Developer is a Member of the Association: (a) any special assessment as provided in Section 7.9 of the Declaration; (b) any extension of the Declaration to additional lands except as provided for in the Declaration; and (c) the purchase by the Association of additional lands to be owned by the Association for the benefit of Owners.
4. Notice, Proxies, and Quorum Requirements. 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 meeting. The presence of Members or proxies entitled to cast at least thirty percent (30%) of the votes of each class, if such action must be approved by both classes, or of the Class A Members, if such action must be approved only by Class A Members, shall constitute a quorum. If the required 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. Proxies must be registered with the Secretary of the Association prior to Member meetings. No Owner may hold more than five (5) proxies.
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: (a) 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 (b) within ten (10) days after obtaining such written consent, notice thereof is given to those Members who have not so consented in writing.
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.

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ARTICLE XIV

INCORPORATOR

2004 MAY 25 A 11: 08

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The name and address of the incorporator of this corporation is:

James P. Harvey
Hampton Ridge Developers, LLC
2202 N. West Shore Boulevard
Suite 125
Tampa, FL 33607


IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 21 day of MAY, 2004.


James P. Harvey
Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Articles of Incorporation were acknowledged before me this 21st day of May, 2004, by James P. Harvey, who is personally known to me, or who has produced as identification.

Signature of Person Taking Acknowledgment


Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)



Jo Lynn Jorczak
Commission # DD260721
Expires February 17, 2008
Donnell Tray Palm - Insurance, Inc. 850-335-7019

Notary Public, State of Florida

DD260721
Notarial Serial Number