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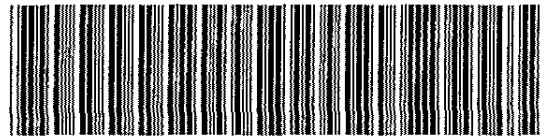
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TALLAHASSEE, FLORIDA

2-21-05
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South Park Developers, LLC

1700 McMullen Booth Rd, Suite C-1
Clearwater, FL 33759-2130
(813)749-1001 or (727)793-9805
Fax (727)793-0625

January 28, 2005

Florida Secretary of State
The Department of State
Division of Corporations
The Capitol
409 East Gaines Street
Tallahassee, FL 32399

Re: Articles of Incorporation

Dear Sir or Madam:

Enclosed please find the Articles of Incorporation for Deerfield Lakes Homeowner's Association, Inc. Accompanied with the set of articles is a check in the amount of \$78.75 as the required for filing fees, registered agent designation and for the optional certified copy.

Thank you for your prompt assistance with this filing and return of the certified copy. For your convenience, I have enclosed a pre-paid overnight return package for return of copy.

Sincerely,



Penny Clark
Land Development Coordinator

\\Pdc001\Parkview\Park_4\Forms\Corp-Ltr to Sec. State for Articles of Inc.doc

Enclosures



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

RECEIVED

FEB 14 2005

PARKVIEW HOMES

February 9, 2005

SOUTH PARK DEVELOPERS, LLC
ATTN: PENNY CLARK
1700 MCMULLEN BOOTH RD STE C-1
CLEARWATER, FL 32759-2130

SUBJECT: DEERFIELD LAKES HOMEOWNER'S ASSOCIATION, INC.
Ref. Number: W05000006855

We have received your document for DEERFIELD LAKES HOMEOWNER'S ASSOCIATION, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

Please return the original and one copy of 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) 245-6928.

Tim Burch
Document Specialist
New Filings Section

Letter Number: 805A00009232

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05 FEB 18 AM 7:35

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF**

DEERFIELD LAKES OF PASCO COUNTY HOMEOWNER'S ASSOCIATION, INC.

(A Florida not-for-profit corporation)

The undersigned Incorporator hereby adopts the following Articles of Incorporation:

ARTICLE I -- NAME

The name of the corporation shall be **DEERFIELD LAKES OF PASCO COUNTY HOMEOWNER'S ASSOCIATION, INC.**, a Florida not-for-profit corporation. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE II -- NON-PROFIT CORPORATION

The Association is formed as a non-stock, non-profit corporation pursuant to the provisions of the Florida Not For Profit Corporations Act, as codified at Section 617.01011 *et seq.*, FLA. STAT. (hereinafter referred to as the "Act"). The Association does not contemplate pecuniary gain or profit, direct or indirect, and no portion of the revenues of the Association shall be distributed or inure to the private benefit of any Member, director, or officer.

ARTICLE III--OFFICE

The principal office and mailing address of the Association shall be 1700 McMullen Booth Rd., Suite C-1, Clearwater, Florida 33759, or at such other place or places, as the Board of Directors may subsequently designate. All books and records of the Association shall be kept at its principal office or at such other place, as may be permitted by the Act, as defined herein.

ARTICLE IV—DEFINITIONS

All capitalized words or terms that are not defined herein shall have the same meanings ascribed to them in that certain Declaration of Covenants, Conditions, Restrictions & Easements for Deerfield Lakes, as recorded, or to be recorded, in the Public Records of the County, and as it may be amended from time to time (the "Declaration").

ARTICLE V - PURPOSE

The purposes of the Association shall be, as follows:

5.1 To provide for the maintenance, preservation and architectural control of Lots and any Homesite or other Structure located or to be constructed thereon, the Common Areas (including, for example, the Surface Water Management System) and to promote the health, safety and welfare of the Residents within the Community.

5.2 To accept and hold fee simple title to the Common Areas and to accept and hold the right, title and interest, as grantee, in and to any and all easements that are appurtenant to or benefit the Common Areas or any portion thereof or the Association.

5.3 To operate and maintain the Surface Water Management System in accordance with the terms and conditions of the environmental resource permit, as issued by the Southwest Florida Water Management District.

5.4 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association set forth herein, in the By-Laws or the Declaration as the same may be amended from time to time, and as provided by law. In addition, the Association is formed for the purpose of providing an organization for the furtherance of the common interests of the Owners.

ARTICLE VI - POWERS

6.1 The Association shall have the following powers, which, unless otherwise limited by the Declaration, these Articles, the By-Laws or by the applicable laws of the State of Florida, may be exercised by the Board of Directors:

(a) All of the common-law and statutory powers conferred upon not-for-profit corporations and homeowners associations under the laws of the State of Florida, as those sections are in effect on the date of commencement of the corporate existence of the Association, and any other powers subsequently included in that section or any other section of the Florida Statutes that enumerates powers that a non-profit corporation or a homeowners association may have, provided the powers shall be exercised in a manner consistent with the Declaration; and

(b) All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers of the Association set out or defined in the Declaration, these Articles, and the By-Laws, including, without limitation, the power to:

(i) Establish, collect, and enforce payment of, by any lawful means, Assessments and other charges to be levied against the Lots and Members (whether such sums are due and payable to the Association), in order to fund the expenditures of the Association;

(ii) Accept and hold title to the Common Area, and to maintain, repair, remove, replace, reconstruct, ameliorate and operate the Improvements constructed or installed or to be constructed or installed within and/or outside of the Area of Common Responsibility for which the Association, by covenant, agreement or contract, has a right or duty to provide such services;

(iii) Enforce the Act and the covenants, conditions, or restrictions affecting any land within the Community to the extent the Association may be authorized to do so under the Declaration, these Articles or the By-Laws;

(iv) Adopt, amend, supplement, repeal, modify and enforce reasonable Rules & Regulations, in accordance with the Declaration, governing the use of the Common Area, other activities within the Community, and the operation procedures of the Association, in the interests of the health, safety and general welfare of all Owners;

(v) Engage in activities that will actively foster, promote, and advance the common interests of all Owners;

(vi) Buy, accept, own, operate, lease, exchange, or otherwise acquire; sell, convey, trade, dedicate for public use, exchange, or otherwise dispose of; mortgage, hypothecate, pledge, obtain and draw down upon equity (or credit) lines or otherwise encumber; own, hold, replace, reconstruct, upgrade, lease, use, operate, and improve; grant easements, leases and licenses, and otherwise deal in and with property of any and all kinds, and any right or interest therein, for any purpose of the Association, subject to such limitations as may be set forth in the Declaration or the By-Laws;

(vii) Buy, lease, exchange, or otherwise acquire; sell, transfer, exchange, or otherwise dispose of; grant a security interest, mortgage, hypothecate or otherwise encumber; own, hold, use, operate, and make betterments; and otherwise deal in and with personal property of all kinds, and any right or interest therein, for any purpose of the Association, subject to such limitations as may be set forth in the Declaration or the By-Laws;

(viii) Obtain and maintain any and all insurance, including, for example, property and liability insurance, in accordance with the requirements of the Declaration, for the protection of the Association and its Members;

(ix) Repair, remove, restore, replace, reconstruct, upgrade and sell damaged or destroyed real and/or personal property after casualty or condemnation;

(x) Employ or hire as independent contractors accountants, attorneys, architects and other professional consultants to perform such services, as may be required for the proper operation of the Association and the fulfillment of its policies, goals, objectives and purposes;

(xi) Contract for the management and maintenance of the Common Areas and/or the Area of Common Responsibility and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Areas and/or Area of Common Responsibility with such funds, as shall be made available by the Association for such purposes;

(xii) Borrow money and/or obtain and draw down upon lines of credit and/or equity for any purpose of the Association, subject to such limitations, as may be set forth in the Declaration or the By-Laws;

(xiii) Initiate, prosecute, defend, and maintain suits at law or in equity;

(xiv) Enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in conjunction with any other Person or governmental (or quasi-governmental) body or agency;

(xv) Act as agent, trustee, receiver or other representative of other Persons, and, as such, to advance the business or ownership interests of such Persons;

(xvi) Provide or cause provision of any and all services to the Owners as may be necessary or proper; and,

(xvii) Execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Lot or any interest therein or Homesite thereon, and each Mortgagee of a Lot Owner by acceptance of a lien on said Lot, appoints and designates the president of the Association as such Owner's and

Mortgagee's agent and attorney-in-fact to execute, any and all such documents or consents.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers that may now or hereafter be permitted by the laws of the State of Florida. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms and conditions of any other paragraph of this Article.

6.2 Association Property. All funds and the title to or interest in all properties acquired by or leased to the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

6.3 Conflict. In the event of conflict between the Act, the Articles and By-Laws, the provisions of the Act shall control over those of the Articles and By-Laws.

ARTICLE VII - MEMBERSHIP

7.1 Membership. Until the Declaration is recorded in the Public Records and a Lot is conveyed to an Owner, the initial and sole Member shall be the Developer. Thereafter, the Members shall be those parties identified in the Declaration, as Members. There shall be two (2) classes of membership, as set forth in the Declaration. The manner of termination and transferability or non-transferability of membership is set forth in the Declaration.

7.2 Assignment. The undivided share of a Member in the privileges, rights, funds and other assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Member's Lot.

7.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any Person owning more than one Lot shall be entitled to cast the aggregate number of votes attributable to all Lots owned by such Member.

7.4 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

7.5 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the new Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall be terminated.

ARTICLE VIII – OFFICERS AND DIRECTORS

8.1 Board of Directors. The initial Board shall consist of three (3) directors appointed by Developer. The names and mailing addresses of the initial directors, who shall hold office until their successors are elected and qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>Ross A. Puzzitiello</u>	1700 McMullen Booth Rd., Ste C-1 Clearwater, FL 33759
<u>Don Clark</u>	1700 McMullen Booth Rd., Ste C-1 Clearwater, FL 33759
<u>Barbara Matthews</u>	1700 McMullen Booth Rd., Ste C-1 Clearwater, FL 33759

Each of the named Persons has consented to be a director of the Association. The number of directors may be changed, from time to time, in accordance with the By-Laws.

8.2 Director's Duty. A director of the Association shall discharge her duties as a director, including any duties as a member of a committee, in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director of the Association has knowledge concerning a matter in question that makes reliance unwarranted, a director of the Association, in discharging his duties, may rely on information, opinions, reports or statements, including, inter alia, financial statements and other data, if prepared or presented by: (i) one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; (ii) legal counsel, public accountants or other Persons, as to matters the director of the Association reasonably believes are within the Persons' professional or expert competence; or (iii) a committee of which the Association director is not a member if that director reasonably believes the committee merits confidence. Each Association director is not liable for any action taken as a director, or any failure to take action, if she performed the duties of her office in compliance with the foregoing standards.

8.3 Election, Removal & Vacancies. The method of election, removal, and filling of vacancies of members of the Board of Directors and the officers thereof, as well as the terms of office for those directors and officers is set forth in the By-Laws.

8.4 Board Actions. The Board of Directors may perform or cause to be performed all actions of the Association that the Community Documents or the laws of the State of Florida do not direct to be done and exercised exclusively by the Members directly.

8.5 Delegation. The Board of Directors may delegate its authority to manage the day-to-day affairs of the Association to such Persons and committees as the Board, in its discretion, may

from time to time decide.

8.6 Initial Officers. The names and addresses of the initial officers of the Board who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Names of Officers</u>	<u>Addresses</u>
President/ Secretary	Ross A. Puzzitiello	1700 McMullen Booth Rd., C-1 Clearwater, Florida 33759
Vice President	Don Clark	1700 McMullen Booth Rd., C-1 Clearwater, Florida 33759
Treasurer	Barbara Mathews	1700 McMullen Booth Rd., C-1 Clearwater, Florida 33759

ARTICLE IX – BY-LAWS

The By-Laws shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein. The quorum requirements and other procedures for meetings of the Board of Directors and the Members are set forth in the Declaration and the By-Laws.

ARTICLE X – LIMITED LIABILITY

10.1 No Liability. To the fullest extent the laws of the State of Florida permit the limitation or elimination of the liability of directors, officers, members of the Architectural Control Committee (the “ACC”) and Modifications Committee (the “MC”), if any, and other committee members, no director or officer of the Association or member of the ACC, MC or other committee shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a director, officer or member of the ACC, MC or other committee. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer, or member of the ACC, MC or other committee for or with respect to any acts or omissions of such director, officer, or member of the ACC, MC or other committee occurring prior to such amendment or repeal.

10.2 Indemnitees. The Association shall indemnify, defend (with counsel selected by the Association) and hold harmless any Person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association (each, an “Indemnitee”), for, from and against any and all claims, liabilities, damages, judgments, fees and costs, including, for example, attorneys’ fees and disbursements (collectively, “Claims”), incurred in connection with, related to or in any way connected with any such Claim, including, any appeal taken therefrom, if such Person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order,

settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which such Person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.3 Indemnification. The Association shall indemnify, defend (with counsel selected by the applicable Indemnitees) and hold harmless the Indemnitees, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, committee member, employee, or agent of the Association from and against any and all Claims, including those paid in settlement not exceeding, in the business judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal taken therefrom. Such indemnification shall be authorized by the Association if such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made or granted by the Association under this Section 10.3 in respect of any claim, issue, or matter as to which such Person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court or arbitral body of competent jurisdiction, shall determine upon application that, despite the adjudication of liability, but in view of all facts and circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such costs and expenses which such court shall deem proper.

10.4 Indemnification for Expenses. To the extent that a director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Sections 10.2 or 10.3, or in defense of any claim, issue, or matter therein, she shall be released, defended, indemnified and held harmless for, from and against any and all costs and expenses actually and reasonably incurred or suffered by her in connection therewith.

10.5 Determination of Applicability. Any indemnification under Sections 10.2 or 10.3, unless pursuant to a determination by a court or arbitral panel, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, committee member, employee, or agent is proper under the circumstances because she has met the applicable standard of conduct set forth in Sections 10.2 or 10.3. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding; or

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding; or

(c) By independent legal counsel:

1. Selected and retained by the Board of Directors prescribed in

subsection 10.5(a) or the committee prescribed in subsection 10.5(b);
or

2. If a quorum of the directors cannot be obtained for subsection 10.5(a) and the committee cannot be designated under subsection 10.5(b), selected by majority vote of the full Board of Directors (in which directors who are parties may participate); or

(d) By a majority of the Voting Interests of the Members of the Association who were not parties to such proceeding.

10.6 Determination Regarding Expenses. Evaluation of the reasonableness of costs expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if independent legal counsel makes the determination of permissibility, Persons specified by subsection 10.5(c) shall evaluate the reasonableness of costs and expenses and may authorize indemnification.

10.7 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if she is ultimately found not to be entitled to indemnification by the Association pursuant to this Section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

10.8 Exclusivity; Exclusions. The indemnification and advancement of costs and expenses provided pursuant to this Article VIII are not exclusive, and the Association may make any other or further indemnification or advancement of costs and expenses of any of its directors, officers, predecessors officers, predecessor directors, committee members, employees or agents under any bylaw, agreement, vote of the Board, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of costs and expenses shall not be made to or on behalf of any director, officer, employee, or agent, if a judgment or other final adjudication establishes that such Person's actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of criminal law, unless the applicable director, officer, committee member, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) A transaction from which the director, officer, committee member, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

10.9 Continuing Effect. Except as otherwise provided when authorized or ratified, indemnification and advancement of costs and expenses as provided in this Article VIII shall

continue as to a Person who has ceased to be a director, officer, committee member, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of said Person(s).

10.10 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a director, officer, committee member, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of costs and expenses, or both, to the court or arbitral panel conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court or arbitral panel, after delivering notice that it considers reasonable and necessary, may order indemnification and advancement of costs and expenses, including, inter alia, expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, committee member, employee, or agent is entitled to mandatory indemnification hereunder, in which case the court or arbitral panel shall also order the Association to pay said Person(s) reasonable costs and expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, committee member, employee, or agent is entitled to indemnification or advancement of costs and expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 10.8; or

(c) The director, officer, committee member, employee, or agent is fairly and reasonably entitled to indemnification or advancement of costs and expenses, or both, in view of all the relevant circumstances, regardless of whether such Person met the standard of conduct set forth in Sections 10.2, 10.3, or 10.8 unless (i) a court or arbitral body of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee (and the applicable time period to pursue such an appeal has expired), that she did not act in good faith or acted in a manner she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that she had reasonable cause to believe her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, decree, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Person did not act in good faith or did act in a manner that she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that she had reasonable cause to believe that her conduct was unlawful.

10.11 Definitions. For purposes of this Article X, the term “expenses” shall be deemed to include attorneys’ fees, paraprofessionals’ fees and expert witnesses’ fees, including, those fees expended for and during any appeals; the term “liability” shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term “proceeding” shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; the term “agent” shall be deemed to include a

volunteer; and the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, committee member, employee or agent of the Association that imposes duties on such Persons.

10.12 Amendment. Anything to the contrary contained herein notwithstanding, no amendment to the provisions of this Article X shall be applicable as to any party eligible for indemnification hereunder who has not given her prior written consent to such amendment.

ARTICLE XI – AMENDMENT

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

11.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

11.2 Amendments Without Vote of Members. No Members shall be entitled to vote, however, on any amendment to these Articles that is for the sole purpose of complying with the requirements of any governmental or quasi-governmental body or institutional lender authorized to fund, insure or guarantee Mortgages that encumber one or more of the Lots, as such requirements may exist at any time and from time to time, which amendments may be adopted by the Board of Directors with the consent of the Developer during the Development Period.

11.3 Adoption. These Articles may be amended by a Resolution duly adopted by the Board of Directors and ratified by the affirmative vote or the written consent, or any combination thereof, of Members who hold at least sixty-seven percent (67%) of the total Voting Interests of the Class "A" Members, and the approval or written consent of the Class "B" Member, during the Development Period. Notwithstanding this or any other provision of these Articles to the contrary, the percentage of Voting Interests necessary to amend a specific provision shall not be less than the prescribed percentage of affirmative Voting Interests required for an action to be taken under that clause. If a Member approves or consents to any amendment to these Articles, it shall be conclusively presumed that such Member has the authority to approve or consent thereto, and no contrary provision in any Mortgage or contract between the Member and a third party may affect the validity of such amendment.

11.4 Limitation. No amendment of these Articles may conflict with any provision of the Declaration. Further, no amendment of these Articles shall be effective that has a materially adverse effect on any rights of any Member, including the Developer, unless such Member consents thereto in writing. No amendment to this Section shall be effective.

11.5 Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer or the Class "B" Member alone.

11.6 Recording. An amendment to these Articles shall be effective when: (i) filed with the Secretary of State, pursuant to the provisions of applicable Florida law and (ii) a copy certified by the Secretary of State is recorded in the Public Records (with an identification on the first page thereof of the book and page number of the Public Records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles), unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months after its recording in the Public Records, or such amendment shall be conclusively presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of these Articles.

ARTICLE XII – DISSOLUTION

12.1 By Resolution. The Association may be dissolved only by a Resolution duly adopted by the Board of Directors and ratified by the affirmative vote or written consent or any combination thereof of Members who hold at least sixty-seven percent (67%) of the total Voting Interests of the Class “A” Members, and, during the Development Period, by the written consent of Developer. In the event of dissolution, liquidation or winding up of the Association in accordance with the Declaration and other Community Documents, the Association’s assets remaining after payment, or provisions for payment, of all known debts and liabilities of the Association, shall be divided among and distributed to the Members in equal shares, dedicated to a public body, or conveyed to a non-profit organization for purposes similar to the Association.

12.2 Storm Water and Surface Water Management Systems. Upon dissolution of the Association, all Members shall be jointly and severally responsible for operation and management of the Surface Water and Storm Water Management Systems according to the requirements of the environmental resource permit issued by the Southwest Florida Water Management District until an alternate entity assumes responsibility for the same.

ARTICLE XIII -- MERGER AND CONSOLIDATION

13.1 By Resolution. The Association may merge or consolidate with another association or Person only in accordance with a Resolution duly adopted by the Board of Directors and ratified by the affirmative vote or written consent or any combination thereof of Members who hold at least sixty-seven percent (67%) of the total Voting Interests of two-thirds (2/3) of the Class “A” votes, and during the Development Period, by the written consent of Developer.

ARTICLE XIV -- INCORPORATOR

The name and address of the Incorporator of the Association are, as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ross A. Puzzitiello	1700 McMullen Booth Rd., C-1, Clearwater, Florida 33759

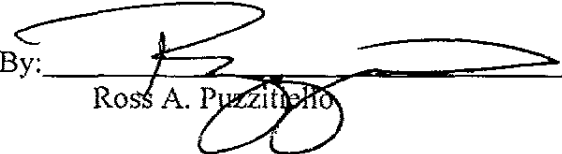
ARTICLE XV -- TERM OF EXISTENCE

The Association's existence shall commence upon the filing of these Articles with the Florida Department of State, Division of Corporations, and shall have perpetual existence thereafter.

ARTICLE XVI -- INITIAL REGISTERED OFFICE:
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 1700 McMullen Booth Rd., Suite C-1, Clearwater, FL 33759. The initial registered agent at that address shall be Ross A. Puzzitiello.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the 16 day of February, 2005.

By: 
Ross A. Puzzitiello

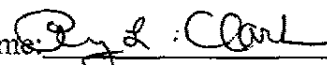
STATE OF FLORIDA

SS:

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Ross A. Puzzitiello, as President of the Deerfield Lakes of Pasco County Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged that the execution thereof was the free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation. He is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of February, 2005.

Name: 
Print Name: Penny L. Clark
Notary Public, State of Florida
My Commission Expires: 08-18-07



Penny L. Clark
MY COMMISSION # DD213645 EXPIRES
August 18, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County, State of Florida, the Association named in the said Articles has Ross Puzzitiello, located at 1700 McMullen Booth Rd., Suite C-1, Clearwater, FL 33759, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



Ross A. Puzzitiello

DATED this 16 day of February, 2005

FILED
05 FEB 18 AM 7:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA