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TAMPA, FLORIDA 33609

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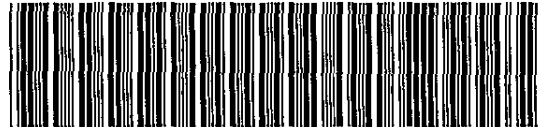
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**ARTICLES OF INCORPORATION OF CLEARWATER
CITYHOMES PROPERTY OWNER'S
ASSOCIATION, INC.**

FILED
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TALLAHASSEE, FLORIDA
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The undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a not-for-profit corporation under the "Florida Not-For-Profit Corporation Act."

ARTICLE I

CORPORATE NAME

The name of the Corporation shall be CLEARWATER CITYHOMES PROPERTY OWNER'S ASSOCIATION, INC., hereinafter called the "Association." The principal business address and mailing address of the Association shall be 2506 S. MacDill Ave., Suite A, Tampa, Florida 33629.

ARTICLE II

DURATION

The duration of the Association shall be perpetual.

ARTICLE III

DEFINITIONS

The terms used in these Articles shall have the same definitions as those set forth in the Declaration of Restrictions, Covenants, Easements and Conditions of Clearwater Cityhomes, (the "Declaration") to be recorded in the Public Records of Pinellas County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Department of State of the State of Florida.

ARTICLE V

PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the

Association's assets or income shall inure to the benefit of any Director, Officer or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association with respect to the compensation of Directors, Officers or Members of the Association for the rendition of unusual or exceptional services to the Association.

The purposes for which the Association is formed, and the powers that may be exercised by the Board of Directors of the Association, are:

(a) To own, convey, operate, maintain, preserve or replace, and to provide architectural control over, the Units and Common Area, located on that certain parcel of real property situate in Pinellas County, Florida, known as CLEARWATER CITYHOMES and described in Exhibit "A" to the Declaration and to those Units and Common Area that may be annexed to the Property from time to time pursuant to the Declaration; and

(b) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

(c) Establish rules and regulations.

(d) Assess members and enforce assessments.

(e) Sue and be sued.

(f) Contract for services to provide for operation and maintenance of the surface water management system facilities if the association contemplates employing a maintenance company.

(g) Require all the lot owners, parcel owners or unit owners to be members.

(h) Exist in perpetuity; however, the articles of incorporation shall provide that if the association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the association.

(i) Take any other action necessary for the purposes for which the association is organized.

(j) To acquire by gift, purchase, or otherwise, and to own, build, improve, operate, repair, maintain and replace, lease, transfer, and otherwise dispose of, real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Association; and

(k) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the consent of a majority of the Members to such dedication, sale or transfer, in writing or by vote at a duly called meeting of the Association, or without the prior written consent of Declarant so long as Declarant owns at least one (1) Unit; and

(l) 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

(m) To pay all expenses in connection with and incident to the conduct of the business and affairs of the Association; and

(n) 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

(o) To annex additional real property to the Property pursuant to the terms and provisions of the Declaration; and

(p) To exercise such powers which are now or may hereafter be conferred by law upon an association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and

(q) To grant easements on or through the Common Area; and

(r) 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, as the same may be amended from time to time; and

(s) To promulgate , or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

(t) To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners, including, but not limited to, trash removal and other utilities or services; and

(u) To purchase insurance as set forth in the Declaration; and,

(v) To approve or disapprove the leasing, transfer, ownership, or possession of any unit, as may be provided by the Declaration; and

(w) To employ personnel to perform the services required for the proper operation of the Association; and

(x) To levy fines for violations of the rules and regulations in an amount not to exceed \$100 per violation (\$1,000 in the aggregate for a continuing violation) and to suspend an Owner's right to use the Common Area for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations; and

(y) To take any other action necessary for the purposes for which the Association is organized.

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.

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 initial 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. Directors need not be Members of the Association nor residents of the Units.

B. **DUTIES AND POWERS.** All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Owners only when such approval is specifically required.

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 and their replacements, who shall hold office for the periods described in the Bylaws.

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

<u>Name</u>	<u>Address</u>
JAMES F. LANDERS	2506 S. MacDill Avenue, Suite A Tampa, FL 33629
JASON RAPPAPORT	2506 S. MacDill Avenue, Suite A Tampa, FL 33629
KERRY ROBERTS	2506 S. MacDill Avenue, Suite A Tampa, FL 33629

ARTICLE VII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its officers or Directors are officers or directors 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 that authorized the contract or transaction, or solely because such 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 such 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 that authorized the contract or transaction.

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 first meeting following the Annual Meeting of the Members and shall serve at the pleasure of the Board of Directors.

The Bylaws may provide for the removal of officers, for the filling of 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	JAMES F. LANDERS
Vice President	JASON RAPPAPORT
Secretary/Treasurer	KERRY ROBERTS

ARTICLE IX

MEMBERSHIP

Every person or entity who is a record title owner of any Unit shall be a Member of the Association. Any person or entity who holds an interest in any Unit merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association is appurtenant to a Unit and cannot be conveyed other than by conveyance of fee simple title to the Unit.

ARTICLE X

AMENDMENT

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

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

B. **ADOPTION.** 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 one third (1/3) of the Members. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of all the Members.

C. **LIMITATION.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Article V or Article XIII of these Articles, without the approval in writing of all Members and the joinder of all record owners of mortgages on Units. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes that would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, or an affiliate of Declarant, unless Declarant shall join in the execution of the amendment. No amendment to this Paragraph C of Article X shall be effective.

D. **DECLARANT'S AMENDMENT.** The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by the Declarant.

E. **RECORDING.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Pinellas County, Florida.

ARTICLE XI

BYLAWS

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

ARTICLE XII

INCORPORATOR

The name and address of the incorporator of the Association is:

JAMES F. LANDERS

2506 S. MacDill Avenue, Suite A
Tampa, FL 33629

ARTICLE XIII

INDEMNIFICATION

A. **INDEMNITY.** *The Association shall indemnify any person 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, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' 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 indemnitee, that he did not act in good faith, or in a manner he reasonably believed to be in, or not opposed to, the best 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 did not act in good faith and in a manner which he 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 reasonable cause to believe that his conduct was unlawful.*

B. **EXPENSES.** To the extent that a director, officer, employee or agent of the Association 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.

C. **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 upon the receipt of an undertaking by or on behalf of the affected director, officer,

employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XIII.

D. 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 bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

E. INSURANCE. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent 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.

F. AMENDMENT. Notwithstanding anything herein to the contrary, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIV

DISSOLUTION

The Association may be dissolved by a vote of eighty percent (80%) of the Members entitled to vote 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 Declarant owns at least one (1) Unit, Declarant's written consent to the dissolution of the Association must first be obtained. Prior to the dissolution of the Association, the responsibility for the operation and maintenance of the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and if said conveyance or dedication is not accepted, then said facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE XV.

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is: 201 N. Armenia Ave., Tampa, FL 33609, and the name of the initial registered agent of the Association at said address is: Andrew J. Mayts, Jr., Esquire.

ARTICLE XVI

HUD/VA PROVISIONS

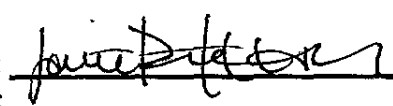
So long as Declarant is in control of the Association, annexation of additional properties, mergers and consolidations, mortgaging of the Common Area, dissolution and amendment of the Articles requires prior approval of the Department of Housing and Urban Development (HUD) and the Veterans Administration (VA).

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 4 day of August, 2005


JAMES F. LANDERS, Incorporator

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 4 day of August, 2005, by JAMES F. LANDERS, who is (personally known to me) or who has produced _____ as identification.

Printed Name: 

Notary Public:

Serial Number (if any):

My Commission Expires:

(NOTARY SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
 Jamie Dittbenner
Commission # DD456068
Expires: JULY 31, 2009
Bonded Thru Atlantic Bonding Co., Inc.

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TALLAHASSEE, FLORIDA

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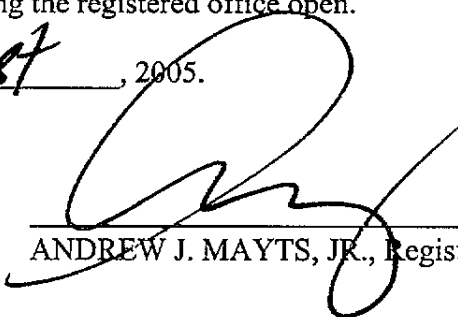
**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

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

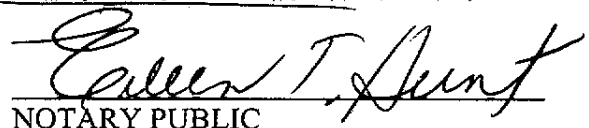
That desiring to organize under the laws of the State of Florida, the corporation named in the foregoing Articles of Incorporation has named ANDREW J. MAYTS, JR., whose address is 201 N. Armenia Ave., Tampa, FL 33609, as its statutory registered agent.

Having been named statutory agent of said corporation at the place designated in this certificate, I 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.

Dated this 8 day of August, 2005.


ANDREW J. MAYTS, JR., Registered Agent

The foregoing instrument was acknowledged before me this 8th day of Aug., 2005 by ANDREW J. MAYTS, JR. who is personally known to me or produced _____ as identification.


NOTARY PUBLIC
STATE OF FLORIDA

My Commission Expires: _____

