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TALLAHASSEE, FLORIDA

2005 SEP 23 A 9:52

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TRANSMITTAL LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Hampton Ranches Community Homeowners Association, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☐ \$70.00 Filing Fee
☐ \$78.75 Filing Fee
& Certificate of Status

☒ \$78.75 Filing Fee
& Certified Copy
☐ \$87.50 Filing Fee,
Certified Copy
& Certificate of
Status
ADDITIONAL COPY REQUIRED

FROM: Klein & Dobbins, P.L.
Name (Printed or typed)

805 Virginia Avenue, Suite 25
Address

Fort Pierce, FL 34982
City, State & Zip

(772) 409-1133
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

KLEIN & DOBBINS, P. L.
ATTORNEYS AND COUNSELORS AT LAW

P.O. Box 2414
Fort Pierce, FL 34984-2414

805 Virginia Avenue
Suite 25
Fort Pierce, FL 34982

(772) 409-1133
Fax(772) 409-1134

Writer's E-Mail
ldobbins@kleindobbins.com

www.kleindobbins.com

Writer's Direct Dial
(772) 409-1133 Ext. 2

September 21, 2005

VIA FEDERAL EXPRESS

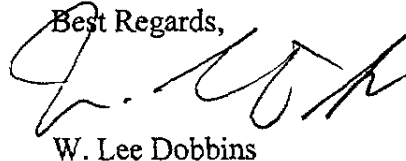
Dale White
Florida Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: FL Land Partners, LLC/Hampton Ranches

Dear Mr. White:

In response to your letter, we revised Article III of the Articles of Incorporation of Hampton Ranches Community Homeowners Association, Inc. in order to correct the spelling of Mr. Switzer's first name. The spelling is now consistent throughout the document. Enclosed is the revised original and one copy of the foregoing Articles of Incorporation.

Best Regards,



W. Lee Dobbins

Enclosures

WLD/jp



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

September 16, 2005

KLEIN & DOBBINS, P.L.
805 VIRGINIA AVE STE 25
FT PIERCE, FL 34982

SUBJECT: HAMPTON RANCHES COMMUNITY HOMEOWNERS
ASSOCIATION, INC.
Ref. Number: W05000043242

We have received your document for HAMPTON RANCHES COMMUNITY HOMEOWNERS 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):

Please check spelling of Mr. Switzer's first name throughout the document ARTICLE III, IX, and X.

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) 245-6933.

Dale White
Document Specialist
New Filings Section

Letter Number: 105A00057303

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2005 SEP 23 A 9:52

ARTICLES OF INCORPORATION OF
HAMPTON RANCHES COMMUNITY HOMEOWNERS ASSOCIATION, INC.,
TALLAHASSEE, FLORIDA

A FLORIDA CORPORATION NOT FOR PROFIT

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation.

ARTICLE I

NAME OF CORPORATION

The name of the corporation shall be: HAMPTON RANCHES COMMUNITY HOMEOWNERS ASSOCIATION, INC. (hereafter the "Association").

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS OF THE ASSOCIATION

The initial principal office and mailing address of the Association is located at 7208 Sand Lake Road, Suite 304, Orlando, Florida, 32819. The corporation may, however, maintain other offices and transact business in such other places within or without the state of Florida as may from time to time be designated by the Board of Directors.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 7208 Sand Lake Road, Suite 304, Orlando, Florida, 32819, and the name of the initial registered agent of this corporation at that address is Jeffrey A. Switzer.

ARTICLE IV

DOCUMENTS AND DEFINITIONS

The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants and Restrictions for Hampton Ranches Community, as amended from time to time (hereinafter called the "Declaration"), to which these Articles of Incorporation shall be attached.

ARTICLE V

PURPOSES OF THE ASSOCIATION

The general nature, objects and purposes of the Association are:

A. To promote the health, safety and social welfare of the owners of all Parcels, hereinafter referred to as the "Parcels", located within the Hampton Ranches Community, hereinafter referred to as the "Subdivision", that are or hereafter may be, subject to the terms of the Declaration, to be recorded in the Public Records of Martin County, Florida.

B. To operate, maintain and repair all Common Areas and other areas for which the obligation to operate, maintain and repair has been delegated to the Association, including the Surface Water Management System permitted in the South Florida Water Management District Permit Number 43-01739-P, including all drainage easements, lakes, ponds, retention areas, culverts and related appurtenances.

C. To collect on behalf of the Association, all assessments levied by the Association against Parcels owned by members of the Association.

D. To furnish, contract for or otherwise provide for such services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.

E. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the Common Areas, including, without limitation, buildings, structures, streets, sidewalks, street lights, landscaping, equipment, furniture and furnishings as the Board of Directors of the Association, in its discretion determines to be necessary or desirable for the promotion of the health, safety and social welfare of the members of the Association.

F. To carry out any of the duties and obligations assigned to it as an Association under the terms of the Declaration.

G. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE VI

POWERS OF THE ASSOCIATION

The Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of these Articles, the By-Laws, and the Declaration. Further, the Association shall have all of the rights, powers and duties reasonably necessary to operate and maintain the Association, and administer the properties pursuant to the Declaration, including without limitation, the following:

A. To purchase, accept, lease or otherwise acquire title to, and to own, hold, mortgage, rent, sell, convey or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association, to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association, to sue and be sued; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget, fix assessments and assess Members and Parcels which are subject to assessment pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create, at its election, reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements and replacements.

C. To place liens against any Parcel subject to assessment for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To collect and hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted and the terms and provisions of the Declaration.

J. Exercise all of the powers and privileges, and perform all of the duties and obligations of the Association as set forth in the Homeowners Documents, as the same may be amended from time to time.

K. Borrow money with the assent of a majority vote of the Board of Directors, hereinafter called the "Board", and with the assent of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for that purpose, and mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

L. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, utility or service company for such purposes and subject to such conditions as may be agreed upon by the Association. No such dedication, sale or transfer shall be effective unless approved by the then Owners of ninety percent (90 %) of all of the Parcels, who must vote in person or by proxy at a meeting duly called for that purpose, and the prior written consent of the Declarant has been obtained for as long as Declarant owns one or more Parcels, and a properly executed instrument certifying the above actions has been recorded in the Public Records of Martin County, Florida.

M. Participate in mergers and consolidations with other nonprofit associations organized for similar purposes, provided that any such action shall have the approval of the then Owners of three fourths (3/4) of all of the Parcels, who must vote in person or by proxy at a meeting duly called for that purpose, and evidenced by a properly executed instrument recorded in the Public Records of Martin County, Florida.

ARTICLE VII

MEMBERSHIP

The members of this Association shall consist of all owners of Parcels, subject to the provisions of the Declaration. Owners of Parcels shall automatically become members upon acquisition of the fee simple title to their respective Parcels. The Association shall have two (2) classes of membership, Class "A" and Class "B". Class "A" members shall be those members who have received title to a Parcel from Declarant (as defined in the Declaration) or Declarant's successors in interest. The Class "B" Member shall be the Declarant, or the Declarant's successor in interest. Each such party is hereinafter sometimes referred to as a "Member".

The membership of any Member in the Association shall automatically terminate upon conveyance or other divestment of title to such Member's Parcel, except that nothing herein contained shall be construed as terminating the membership of any Member who may own two (2) or more Parcels, so long as such Member owns at least one (1) Parcel.

The interest 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 the Parcel which is the basis of such Member's membership in the Association.

The Secretary of the Association shall maintain a list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving such party's name, address and Parcel number; provided, however, that any notice given to or vote accepted from the prior owner of such Parcel before receipt of written notification of change of ownership shall be deemed to be properly given or received. The membership rights of a Parcel owned by a corporation, partnership, limited liability company, limited partnership, or other business entity shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary of the Association. The Secretary may, but shall not be required to, search the Public Records of Martin County or make other inquiry to determine the status and correctness of the list of the Members of the Association maintained by the Secretary and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

No action taken by a vote of the membership of the Association shall be binding upon the Association if taken in the absence of a quorum. Unless and except as otherwise provided for in the Homeowners Documents for certain actions, the Board may determine the number of Members which will constitute a quorum, which shall in no event be less than the Members or the proxies therefor entitled to cast fifty percent (50%) of the total votes of the Association.

ARTICLE VIII

DECLARANT'S RIGHT TO ADMINISTER

Until the Turnover Date, as defined in the Declaration and the By-Laws, and unless otherwise expressly prohibited in the Homeowners Documents or by law for specific instances, any and all powers of the Association and the Board may be exercised solely by Declarant, at Declarant's option, by invoking its "Right to Administer", and the Association, the Board and the Owners shall be jointly bound thereby. Declarant may select its option to administer anytime after the effective date of the Declaration of Covenants and Restrictions, by placing a memorandum evidencing same in the corporate files of this corporation. The Declarant may also relinquish the above right at any time prior to its expiration, provided that Declarant may not thereafter again exercise such option.

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, which shall consist of a minimum of three (3) Directors, who, except for those Directors appointed by Declarant, must be Members of the Association. Until the Turnover Date, the Declarant shall have the right to appoint a majority of the Directors. However, during any period of time that the Declarant has exercised its Right to Administer, the Board shall consist of one (1) member which shall be appointed by Declarant.

The initial Board of Directors shall consist of the following persons:

NAME	ADDRESS
Michael T. Emmons	7208 Sand Lake Road, Suite 304, Orlando, FL, 32819
Barbara B. Nolan	7208 Sand Lake Road, Suite 304, Orlando, FL, 32819
Jeffrey A. Switzer	7208 Sand Lake Road, Suite 304, Orlando, FL, 32819

At the Turnover Date, not less than two (2) members of the Board elected on the Turnover Date shall serve for initial terms of one (1) year and the remaining member of the Board shall serve for an initial term of two (2) years. After the Turnover Date, at each annual meeting, Directors shall be elected to take the Board positions of the Members of the Board whose terms have expired.

Directors may be removed, and vacancies on the Board shall be filled, in the manner provided by the Bylaws, provided that any Director appointed by the Declarant may only be removed by the Declarant, and any vacancy on the Board shall be appointed by the Declarant if, at the time such vacancy is to be filled, the Declarant is entitled to appoint such Director.

No action taken by a vote of the Board shall be binding upon the Board or the Association if taken in the absence of a quorum of the Board. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business.

All of the rights, powers and responsibilities of the Association existing under the Homeowners Documents shall be exercised exclusively by the Board, its elected officers, agents, contractors and designees.

ARTICLE X

OFFICERS

The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and such other officers as the Board may from time to time create by resolution, all of which shall be elected by and serve at the pleasure of the Board under conditions set forth in the Bylaws. The names and addresses of the persons who shall act as the officers of the Association until the election of their successors are as follows:

NAME	OFFICE	ADDRESS
Barbara B. Nolan	President	7208 Sand Lake Road, Suite 304 Orlando, FL 32819
Jeffrey A. Switzer	Vice President	7208 Sand Lake Road, Suite 304 Orlando, FL, 32819
Lisa Lind	Secretary	7208 Sand Lake Road, Suite 304 Orlando, FL, 32819
Lisa Lind	Treasurer	7208 Sand Lake Road, Suite 304 Orlando, FL, 32819

The Board shall elect the President, Vice President, Secretary, and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine to be appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the Members Annual Meeting, provided, however, such officers may be removed by the Board and other officers elected by the Board in the manner provided in the By-Laws. The President shall be a Director of the Association but no other officer need be a Director. The same person may hold two (2) offices; however, the same person may not be both the President and Vice President, and the same person may not be both the President and the Secretary.

ARTICLE XI

INDEMNIFICATION

The Association shall and does hereby agree to indemnify, defend and hold harmless every Director, every Officer and every person who is duly appointed by the Association to act as its representative, their heirs, personal representatives, family members, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which said person may be made a party by reason of being or having acted in such a capacity, including reasonable fees for counsel, except in such cases where such person is finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct, and provided that in the event of any claim for such indemnification hereunder which is based upon a settlement, by such party seeking such indemnification, or their legal representatives, the settlement shall apply only if the Board approves such indemnification as being in the best interests of the Association. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such person may be entitled, by law or otherwise.

ARTICLE XII

TRANSACTIONS INVOLVING DIRECTORS OR OFFICERS

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors is an Officer or Director of this Association, 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 Officers' or Directors' 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.

{00001507.2}

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a Committee which authorized the contract or transaction.

ARTICLE XIII

DURATION

This Association shall exist in perpetuity.

ARTICLE XIV

DISSOLUTION OF THE ASSOCIATION

A. Upon expiration of the term of the Declaration, the Association may be dissolved upon resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in Section 617.1433 Florida Statutes (2001), or any statute of similar import then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) All interest held by the Association in the Surface Water Management System, both real and personal property, shall be conveyed to an agency of local government determined to be acceptable by the South Florida Water Management District. If the local government declines to accept the conveyance, then the interests held by Association in the Surface Water Management System, both real and personal property, shall be dedicated to a similar non-profit corporation.

(2) Any remaining property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority, provided the authority is willing to accept the dedication.

(3) All remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Parcels subject to assessment in equal shares, and the share of each shall be distributed to the then owners thereof.

ARTICLE XV

AMENDMENTS

Notwithstanding the foregoing provisions of these Articles, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Institutional Mortgagee, or the validity of any mortgage held by such Institutional Mortgagee, without the prior written consent therefor by such Mortgagee. No amendment shall be made which is in conflict with applicable governmental laws and regulations, or which is in conflict with the Declaration, unless a corresponding amendment to the Declaration is also adopted. Prior to the Turnover Date, no amendment shall make any changes which would in any way change or diminish any of the rights, privileges, powers or options herein provided for the Declarant, unless the Declarant joins in the execution of such amendment, including without limitation, any right of the Declarant to appoint Directors to the Board.

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

A. Amendments may be proposed by a resolution passed by a majority of the entire Board, setting forth the proposed amendment and directing that it be submitted to a vote at a special or annual meeting of the Association; or, by a petition signed by twenty-five percent (25%) of the Members and delivered to the Secretary of the Association. Such proposed amendment shall be transmitted to the President of the Association or other Officer acting in the absence of the President, who shall thereupon call a special meeting of the Membership, unless the amendment is to be considered at an annual meeting.

B. Written notice of the meeting, setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon, in accordance with procedures set forth in the Bylaws. Any number of amendments may be submitted to the Members and voted upon at any one meeting.

C. In order for an amendment to be adopted, the same must be approved by the then Owners of seventy five percent (75%) of all of the Parcels, who must vote in person or by proxy at a meeting duly called for that purpose. In the event that a proposed amendment fails to receive said vote, then such proposal shall become null and void. However, an amendment may be resubmitted any number of times by the same method, except that it may be voted upon by the membership only one time in any twelve (12) month period. No provision hereof requiring a certain percentage vote may be amended by a smaller percentage vote.

D. In the event that the then Owners of seventy-five percent (75%) of all of the Parcels sign a statement manifesting their intention that an amendment to these Articles be adopted, then such amendment shall thereby be adopted as though paragraphs A, B and C of this Article XV have been satisfied.

E. Upon the approval of an amendment to these Articles, the Articles of Amendment shall be executed and delivered to the Department of State of the State of Florida, and a certified copy thereof shall be recorded in the Public Records of Martin County, Florida.

F. Prior to the Turnover Date, only the Declarant shall be authorized to amend these Articles.

ARTICLE XVI

BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment of its Members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of the Association's Articles and By-laws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all Parcels subject to assessments, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget and make special assessments.

ARTICLE XVII

FILED

INCORPORATORS

The name and street address of the sole incorporator is as follows:

2005 SEP 23 A 9:52

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NAME	ADDRESS
Barbara B. Nolan	7208 Sand Lake Road Suite 304 Orlando, FL 32819

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set his hand and seal this 12th of September, 2005, for the purpose of forming this non-profit corporation under the laws of the State of Florida, and does hereby make and file in the office of the Secretary of State of the State of Florida these Articles of Incorporation and certify that the facts herein stated are true.

"INCORPORATOR"

Barbara B. Nolan
Barbara B. Nolan

ACCEPTANCE

Having been named Resident Agent and to accept service of process for Hampton Ranches Community Homeowners Association, Inc. at the place designated in the Articles of Incorporation, I hereby accept appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provision of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

Jerry A. Switzer
Jerry A. Switzer

Dated: 9-12-05