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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**SIENA TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

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ARTICLES OF INCORPORATION  
OF  
SIENA TOWNHOMES HOMEOWNERS ASSOCIATION, INC.,  
a Florida not for profit corporation

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TALLAHASSEE, FLORIDA

In compliance with the provisions of Chapter 817, Florida Statutes, the undersigned, for the purpose of forming a corporation not-for-profit does hereby make, subscribe, acknowledge and file in the office of the Secretary of State of the State of Florida as the Articles of Incorporation of Siena Townhomes Homeowners Association, Inc., a Florida corporation not-for-profit, the following, to wit:

I.  
DEFINITIONS

For purposes of these Articles of Incorporation, the following terms shall have the following definitions and meanings, to wit:

A. "Articles" shall mean and be defined as these Articles of Incorporation of Siena Townhomes Homeowners Association, Inc., together with all amendments thereto and modifications thereof.

B. "Assessment" shall mean and be defined as any assessment of any Owner of a Lot and Unit by the Association for Common Expenses and other items pursuant to, in accordance with and for the purposes provided in Article XVI of the Declaration.

C. "Association" shall mean and refer to SIENA TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation duly organized, validly existing and in good standing pursuant to the laws of the State of Florida as of the filing of the Declaration and its successors and assigns, and it shall include in the context of acts of the Association, the acts of its officers, directors, employees and agents and independent contractors under contract with the Association, when such are acting for and pursuant to the authority or directives of the Association.

D. "Bylaws" shall mean and be defined as the Bylaws of the Association together with all amendments thereto or modifications thereof.

E. "Common Expenses" shall mean and be defined as those costs, expenses and expenditures of the Association for maintenance, operation and other services required or authorized to be performed by the Association and described in Article IX of the Declaration.

F. "Common Property" shall mean and refer to all real property (including the Improvements and landscaping thereon) actually dedicated, deeded or leased to the Association and designated therein as Common Property for the common use, benefit or protection of Owners within SIENA TOWNHOMES and their families, guests and invitees and the real property and environment within SIENA TOWNHOMES and subject to the Declaration. It shall also mean, refer to and include all Property within SIENA TOWNHOMES and additions thereto from time to time that are not designated as numbered Lots or Units on a recorded subdivision plat or site plan whether single family or multi-family and that, by express declarations of

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Developer effected from time to time by written notice to the Association, are declared to be Common Property. The Common Property to be owned by the Association may include, generally, but without limitation, the properties constituting the entrance to SIENA TOWNHOMES; the Stormwater Management System; retention ponds; drainage facilities; right of way of all common streets, roads, drives, courts, ways, cul-de-sacs shown on any plat of SIENA TOWNHOMES and all paving, curbs and other improvements, facilities and appurtenances located in such right of way, including, without limitation, street lights and utility lines ("common streets and roads"); preservation and conservation areas; drainage areas; sidewalks; boardwalks; recreational buildings; picnic pavilion; tennis facilities; mailbox kiosks; docks for use by members; other property and facilities for recreational use; open areas; wells and irrigation equipment; common property lighting and landscaping and other improvements on the common property. Other property may be added to the common property from time to time by Developer either by supplemental declaration made by Developer and recorded among the public records of Hillsborough County, Florida, from real property already subject to the Declaration that is not designated as a numbered Lot and Unit on a recorded subdivision plat or site plan or from real property being newly subjected to the Declaration in accordance with the procedures for additions to Property set forth in Article II hereof. The term Common Property shall also include any personal property dedicated, transferred or leased to the Association if so designated. Common Property shall include property set aside for common use and property set aside for common recreational use, as well as property set aside for the common benefit or protection but not for use by the Owners at large.

G. **"Declaration"** shall mean and be defined as the Declaration of Covenants, Conditions and Restrictions for SIENA TOWNHOMES executed by TRINITY PROPERTIES, LLC, a Florida limited liability company, to be recorded in the Public Records of Hillsborough County, Florida, together with all changes and amendments thereto and modifications thereof as are from time to time recorded among the Public Records of the County.

H. **"Developer"** shall mean TRINITY PROPERTIES, LLC, a Florida limited liability company and its successors and assigns; provided, however, that any such successor or assignee shall be appointed as "Successor Developer" by instrument recorded of record with respect to the Property as provided in Article II of the Declaration.

I. **"Lot"** shall have the meaning ascribed to said term in the Declaration.

J. **"Owner"** shall have the meaning ascribed to said term in the Declaration.

K. **"Property"** shall have the meaning ascribed to said term in the Declaration.

L. **"Stormwater Management System"** shall mean that portion of SIENA TOWNHOMES consisting of swales, culverts, inlets, outfalls, storm drains, wetlands, mitigated wetlands, retention ponds, lakes and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

M. **Other Definitions.** Other definitions contained in the Declaration are hereby specifically incorporated into these Articles by this reference thereto and shall have the same meanings as if such definitions were fully set forth herein verbatim.

## II. NAME AND ADDRESS OF ASSOCIATION

The name of the Association shall be SIENA TOWNHOMES HOMEOWNERS ASSOCIATION, INC.  
The address of the Association is 1101 W. DeLeon Street, Tampa, FL 33606.

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### III. OBJECTS AND PURPOSES

The Association has been created and established for the objects and purposes of and shall have exclusive jurisdiction over and the sole responsibility for the ownership, administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property; the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in the Declaration; the payment of all Common Expenses and other expenses and expenditures as defined and provided in the Declaration; the promotion and advancement of the health, safety and general welfare of the members of the Association; all as more particularly provided in the Declaration and in these Articles, the Bylaws and the Rules and Regulations of the Association, and all having to do with and being related to SIENA TOWNHOMES.

### IV. DUTIES AND POWERS

A. **Duties and Powers, Generally.** Except as may be limited by these Articles, the Association shall have all duties, powers, rights and privileges as are, respectively imposed and conferred upon, corporations not-for-profit pursuant to the provisions of Chapter 617, Florida Statutes, and shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to the Declaration, these Articles or the Bylaws, including, without limitation, such duties and powers as may be reasonably implied from, necessary for and incidental to the accomplishment of the objects and purposes for which the Association has been created and established.

B. **Duties of the Association.** The Association, acting by and through its Board of Directors, shall, in addition to those general and specific duties, responsibilities and obligations imposed upon it by law and those specified in the Declaration and the Bylaws, have the following specific duties, responsibilities and obligations, to wit:

1. **Ownership and Management of Common Property.** Upon conveyance and delivery by Developer, to own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve and protect all Common Property, whether real, personal or mixed, including, without limitation, (i) all common streets and roads within SIENA TOWNHOMES; (ii) Stormwater Management System; (iii) all sidewalks, signs and common street lighting, landscaping and landscape irrigation systems; (iv) central security systems (including without limitation, guard gates and guard houses) and central cable television systems; (v) all ponds and water management systems therefor, including, without limitation, any recreational use thereof; (vi) all facilities for recreational use; and (vii) all other common improvements, facilities and appurtenances, subject, at all times, however, to the terms and provisions of any document or instrument pursuant to which the Association shall initially acquire title to any Common Property from the Developer.

2. **Payment of Common Expenses.** To pay all Common Expenses incurred by the Association in performing and carrying out its duties, responsibilities and obligations and experiencing its rights, all as described in the Declaration and in the Articles of Incorporation and By-Laws of the Association and the Rules and Regulations of the Association, including, without limitation, (i) all expenses incurred in connection with the enforcement of any and all of the covenants, conditions, restrictions, easements, reservations, Assessments, terms and provisions of the Declaration and the Association's Articles of Incorporation, By-Laws and Rules and Regulations or in evaluating and amending any of same; (ii) all expenses incurred in the administration of the business and affairs of

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the Association; (iii) all expenses associated with the ownership, management, administration, operation, regulation, care, maintenance, repair, replacement, restoration, preservation and protection of all Common Property; and (iv) all other expenses arising from activities of the Association required or authorized by the Declaration, the Association's Articles of Incorporation, By-Laws or Rules and Regulations, and any amendments properly made to any of same.

3. **Levy and Collection of Assessments.** To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in the Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses as provided in the foregoing subsection, including, without limitation, to establish and maintain any and all reserves and sinking funds that may be necessary or appropriate to provide the funds for necessary or appropriate capital expenditures, such as, for example, and not by way of limitation, the maintenance, repair, restoration or replacement of common streets and roads, tennis courts and other Common Property, or that may be required by Governmental Regulation.

4. **Security Services.** To protect the exclusivity of and provide internal protection and security services for and within SIENA TOWNHOMES.

5. **Cable Television System.** In the discretion of the Board of Directors, to contract for cable television services or central community antenna cable television services for and within SIENA TOWNHOMES, or to purchase, own, maintain, repair, replace and operate a central community antenna cable television system for and within SIENA TOWNHOMES.

6. **Other Services.** To provide and perform such other services and tasks, the responsibility for which has been expressly or impliedly delegated to the Association pursuant to the Declaration.

7. **Insurance.** To provide adequate insurance protection on and for the Common Property and, consistent with their respective duties, responsibilities and liabilities, provide adequate insurance protection on and for the Association itself and on and for its Members, officers and directors, as well as for the members of the Architectural and Landscaping Review Board established pursuant to the Declaration.

8. **Preserve and Enhance Beauty of Siena Townhomes.** To preserve, protect, maintain and enhance the appearance and natural beauty of the Common Property and SIENA TOWNHOMES generally and to enforce the Declaration and the Rules and Regulations for this purpose with respect to the Lots and other Residential Property and with respect to the behavior of Owners, their families, agents, employees, contractors and invitees as it may affect any Property within SIENA TOWNHOMES or the use, occupancy and enjoyment by other Members of their Units, Lots and the Common Property.

9. **Promotion of Health, Safety and Welfare.** To advance, promote, enhance and protect the health, safety and general welfare of the Members and residents of SIENA TOWNHOMES to the extent that the enforcement of the covenants, conditions, restrictions, easements, reservations, Assessments, terms and provisions of the Declaration may affect same; provided, however, that the Association shall have no right, power or authority and is hereby prohibited from engaging in any political activity or any other activity whereby its status as a corporation not-for-profit or its exemption from federal or state income taxation, if any, shall be forfeited or jeopardized.

10. **Enforcement of Declaration.** To assure compliance with and adherence to and otherwise to enforce the covenants, conditions, restrictions, easements, reservations, Assessments, terms and

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provisions of the Declaration. To make, establish, publish and enforce such reasonable Rules and Regulations for the protection and governing of the use of Common Property, as the Board of Directors of the Association deems to be in the best interest of the Association and its Members; provided, however, that such Rules and Regulations do not conflict with any provision of the Declaration.

11. **Operate Without Profit.** To operate without profit for the sole and exclusive benefit of its Members and SIENA TOWNHOMES generally.

12. **Other Activities.** To engage in any and all other activities permitted to a corporation not-for-profit under the laws of the State of Florida as may be necessary or appropriate for the achievement of the objects and purposes for which the Association is created, established and maintained.

C. **Powers of Association.** The Association, acting by and through its Board of Directors, shall, in addition to those general and specific powers conferred upon it by law and those powers specified in the Declaration and any powers that may be granted to it in the Bylaws, have the following specific powers, to wit:

1. **Own and Deal With Common Property.** Except as may be limited by the covenants, conditions, restrictions, easements, reservations, terms and provisions of the Declaration to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) which is, or upon its acquisition by the Association shall thereupon become, Common Property as defined in the Declaration.

2. **Levy and Collect Assessments.** To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in the Declaration in accordance with the terms and provisions of the Declaration, these Articles and such Bylaws as may be adopted by the Association from time to time.

3. **Establish Reserves.** To create, establish, maintain and administer such reserve funds or accounts, and expenditures therefrom, as shall, in the discretion of the Board of Directors, be reasonably necessary to provide and assure the availability of the funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all common streets and roads, the Stormwater Management System and all other Common Property and for such other purposes as its Board of Directors, in its reasonable discretion, shall deem necessary or appropriate.

4. **Sue and Be Sued.** To sue and be sued, to prosecute to completion or settle any suits or other action to obtain or enforce its rights hereunder and to defend to completion or settle any suits or other action brought against it.

5. **Borrow Money.** Subject to the limitations specified in these Articles and the Declaration, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Declaration, these Articles and the Bylaws.

6. **Employ and Contract.** To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required or appropriate, in the reasonable judgment of the Board of Directors, in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Declaration and these Articles;

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provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable (i) for cause at any time on not more than thirty (30) days written notice by the Association and (ii) without cause at any time after one (1) year on not more than sixty (60) days written notice by either party.

7. **Provide Insurance.** To provide and contract for such insurance protection on and for the Association and the Common Property and, consistent with their respective duties, responsibilities and liabilities on and for the officers and directors of the Association as well as on and for the members of the Architectural and Landscaping Review Board established pursuant to the Declaration and, if appropriate, the Members of the Association.

8. **Provide Security Services.** To provide such equipment, facilities and personnel, or to contract with an independent contractor therefor, as the Board of Directors may determine to provide internal protection and security services for and within SIENA TOWNHOMES.

9. **Provide Cable Television Service.** To provide such equipment, facilities and personnel, or to contract with an independent contractor therefor, as the Board of Directors may determine to provide a central cable television system within SIENA TOWNHOMES, including, without limitation, its own central community antenna cable television system.

10. **Provide Public or Quasi-Public Services.** To itself provide equipment, facilities and personnel for, or to contract with an independent contractor or independent contractors, for such public or quasi-public services as provided in the Declaration or as may be deemed by the Board of Directors to be reasonably necessary, appropriate or desirable for the common health, safety and general welfare of the residents of SIENA TOWNHOMES and the SIENA TOWNHOMES community generally, including, without limitation, internal security and protection services, cable television services, including, without limitation, central community antenna cable television system, and street-lighting services.

11. **Enforce Declaration.** To take such steps as may be necessary to enforce the provisions of the Declaration, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce the provisions of the Declaration, including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in the Declaration.

12. **Establish and Enforce Rules and Regulations.** To make, establish, promulgate and publish, and to enforce such Rules and Regulations for the protection and governing the use of the Common Property as the Board of Directors deems to be in the best interest of the Association and its Members.

13. **Other Activities.** To engage in any and all other activities permitted to be engaged in by a corporation not-for-profit under the laws of the State of Florida as may be necessary or appropriate for the achievement of the objects and purposes for which the Association has been created, formed and established.

D. **Limitations on Powers.** In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in these Articles, in the Declaration, or in such Bylaws of the Association as may be adopted from time to time, and without limiting the generality of any of same, the Association shall be prohibited from taking any of the following actions without the prior approval of a majority of the total voting power of the Association:

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1. **Contracts for a Term in Excess of One Year.** Except for contracts for common lighting systems, security and cable or community antenna television services, the entry into any employment contracts or other contracts for the delivery of services or materials to the Association having a term in excess of one (1) year, except in the case of prepaid insurance, casualty or liability contracts or policies for not more than three (3) years duration; provided that the applicable contract or policy provides for and permits short rate cancellation by the insured.
2. **Pledge of Assessment Rights.** The borrowing of any funds secured by a pledge, assignment or encumbrance of the right and duty of the Association to exercise its power to establish, make, levy, impose, enforce and collect any Assessments for which provision is made in the Declaration whereby as a result of such pledge, assignment or encumbrance such right and power of Assessment may be exercised by a party other than the Association or whereby the Association shall become obligated to establish, levy, enforce and collect any Assessment or Assessments in a particular amount or within a particular time so as to effectively divest from the Association and its Board of Directors the right, duty and discretion to establish, make, levy, impose, enforce and collect Assessments in such amounts and within such time periods as the Board of Directors of the Association, in its discretion, shall deem necessary and reasonable. It is expressly provided, however, that the foregoing limitation and restriction upon the pledge, assignment or encumbrance of the Assessment rights herein contained shall not preclude the Association from pledging or making an assignment of or otherwise encumbering any Assessment which is then payable to or which will thereafter, in the ordinary course of the Association's business, become payable to the Association provided that any such assignment, pledge or encumbrance, though then presently effective, shall allow and permit any such Assessments to continue to be paid to and used by the Association as set forth in the Declaration unless and until the Association shall default on the repayment of the debt which is secured by such pledge, assignment or encumbrance.
3. **Capital Expenditures in Excess of 10% of Common Expenses.** Until Turnover of the control and operation of the Association by the Developer to the Members, the expenditure in any single calendar year of an amount for capital acquisition or capital improvements to the Common Property in excess of ten percent (10%) of the estimated total of Common Expenses for such year, except such capital expenditures as may be paid for by application of funds in a reserve account specifically established for that purpose.
4. **Sale or Transfer of Real Property.** The sale, transfer or other disposition, whether or not for consideration, of any real property owned by the Association as Common Property; provided, further however, in no event shall the Association be entitled or empowered to sell, convey or transfer any real property constituting Common Property transferred and conveyed by the Developer to the Association without first receiving the prior written consent of the Developer.
5. **Payment of Compensation to Officers or Directors.** The payment to the elected directors of the Association or to officers of the Association for services performed in the conduct of their duties as such directors or officers; provided, however, that nothing herein contained shall preclude the Association from reimbursing any such elected director or officer in the conduct of the business and affairs of the Association; and provided, further, that nothing herein contained shall preclude the employment by the Association and payment by it of compensation to a manager or executive director of the Association who shall not be an elected director or officer of the Association.

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**V.**  
**MEMBERSHIP**

A. **Member.** Every person, group or entity who is the Owner of record of a fee interest in any Lot and Unit shall be a Member of the Association, subject to and bound by the Declaration, the Association's Articles of Incorporation, Bylaws, resolutions, Rules and Regulations and all lawful actions taken in accordance therewith by the Association. Ownership of a Lot and Unit subject to the Declaration shall be the sole qualification for membership in the Association. The foregoing notwithstanding, membership shall not run to persons or entities who hold an interest in any Lot and Unit merely as security for the performance of an obligation. When any Lot and Unit is owned of record in joint tenancy or tenancy in common or by some other multiple ownership or legal entity, or when two or more persons or other legal entities are purchasing one or more Lots or Units under contract or agreement of purchase, the multiple Owners shall designate a representative to be the Member entitled to vote. If no representative is designated by the Owners, the Board of Directors may select one of the Owners of record or a person exercising beneficial use of the Lot and Unit to be the single representative for the Lot and Unit until one is designated by the Owner. Membership shall be appurtenant to and may not be separated from a Lot and Unit. Transfer of ownership of any Lot and Unit within SIENA TOWNHOMES shall automatically transfer membership in the Association, and the new Owner shall automatically be a Member.

B. **Default.** During any period in which a Member shall be in default in the payment of any Assessment levied by the Association, the voting rights and right to the use of any recreational Common Property or services which the Association may provide may be suspended by the Board of Directors without a hearing or proceeding of any kind until such Assessment is paid. In the event of violation by a Member of any covenant, condition, restriction, easement, reservation, term or provision of the Declaration or of the Association's Articles of Incorporation, Bylaws or Rules and Regulations established by the Board of Directors, such Member's voting and his or any family member's, guest's or tenant's rights to use of the recreational Common Property and any services provided by the Association may be suspended by the Board of Directors for a period not to exceed the period of any such violation plus ninety (90) days for the first such violation or one year for any subsequent violations after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board of Directors (or a committee thereof) after giving such Member ten (10) days prior written notice by registered or certified mail certifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board of Directors (or a committee thereof), and such action shall thereby be conclusive, subject only to judicial determination. In addition to suspension of voting rights and right of use of recreational Common Property and services of the Association, upon failure of any Owner to pay any Assessment, the Association shall have those remedies provided in Article XVII, Non-Payment of Assessments, hereof.

C. **No Fee.** No membership or initiation fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, and Assessments levied upon each Lot and Unit as specified in the Declaration or the Bylaws of the Association, or as the Members of the Association, or the Board of Directors may from time to time hereafter adopt, as well as any fines provided and levied in accordance with the Declaration or the Association's Bylaws or Rules and Regulations for violation of any covenant, condition, restriction, easement, reservation, Assessment, term or provision of the Declaration or the Association's Articles of Incorporation, Bylaws or Rules and Regulations.

D. **Members' Rights.** The rights of every Member of the Association shall be subject to and governed by the terms and provisions not only of the Declaration and these Articles, but, in addition, shall at all times be subject to the terms and provisions of the Bylaws and Rules and Regulations of the Association.

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E. **Limitation of Member Rights.** The rights of every Member of the Association shall be subject to and governed by the covenants, conditions, restrictions, easements, reservations, Assessments, terms and provisions not only of the Declaration, but, in addition, shall at all times be subject to the terms and provisions of the Association's Articles of Incorporation, Bylaws and Rules and Regulations.

## **VI.** **VOTING RIGHTS**

A. **Vesting of Voting Rights.** An Owner's right to vote shall vest immediately upon such Owner becoming the Owner of record of a Lot, Unit or other Residential Property. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitation provided in the Declaration, these Articles, the Bylaws and the Rules and Regulations of the Association.

B. **Classes of Membership Voting Rights.** The Association shall have two (2) classes of membership voting rights, Class A Members and the Class B Member.

1. **Class A.** Subject to the provisions of Section 7.3(b) hereinafter with respect to Developer, every Member shall be a Class A Member, and, subject to the provisions of Section 6.1(b) hereinabove, every Member shall be entitled to one vote for each Lot and Unit owned.

2. **Class B.** The sole Class B Member shall be Developer and the Class B Member, for so long as there shall be a Class B Member, shall be entitled to twenty-five (25) votes for each Lot and Unit owned including those shown on the SIENA TOWNHOMES Site Plan whether or not all of the same have yet been subjected to the Declaration so long as Developer intends to develop same substantially in accordance with the SIENA TOWNHOMES Site Plan and subject same to the Declaration. The existence of Class B shall cease and the Class B Member shall be converted to a Class A Member with respect to each Lot and Unit owned by Developer at the first to occur of (i) that date which is six (6) months after Developer shall have conveyed fifty-four (54) Units to Owners other than Declarant or (ii) such earlier date as Developer shall determine at its sole option as evidenced in a writing signed by Developer and recorded among the public records of Hillsborough County, Florida, whichever such event occurs first.

C. **Voting Rights Appurtenant to Ownership of Lots and Units.** The voting rights of the membership shall be appurtenant to the ownership of the Lots and Units. Each Lot and Unit shall entitle the Owner or Owners of said Lot and Unit to one vote.

D. **Voting Rights When Lot and Unit Owned by More Than One Person.** When two or more persons hold an interest (other than as lessee or holder of a security interest) in any Lot and Unit, all such persons shall be Members, however, the vote for such Lot and Unit shall be exercised by only one of such persons as proxy and nominee for all persons holding an interest in such Lot and Unit and in no event shall more than the number of votes hereinabove designated be cast with respect to any Lot and Unit.

E. **Loss of Voting Rights.** Any Member who is delinquent in the payment of any Assessment or charge duly levied by the Association against a Lot and Unit owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors may impose, have been paid. The Board of Directors may suspend the voting rights of any Member who is in violation of any of the covenants, conditions, restrictions, easements, reservations, terms or provisions of the Declaration or of the Bylaws or Rules and Regulations of the Association.

F. **Method of Voting.** Voting on all matters except the election of Directors shall be by voice vote or by show of hands unless a majority of the Members present at the meeting shall, prior to voting on any

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matter, demand a ballot vote on that particular matter. Directors shall be elected by written ballot. Members may vote by proxy. Where Directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail. The Board of Directors may conduct a membership referendum on any specific matter by mail with only a majority of those Members responding to the mail referendum being necessary to authorize a specific act or omission; provided, however, that such mail referendum shall have been mailed, at least thirty (30) days but not more than forty-five (45) days prior to the final response date, by certified mail, return receipt requested, each Member at the address last specified by such Member to the Association in accordance with the Declaration.

G. **Management.** The Association shall be managed by the Board of Directors of the Association, and except as expressly provided to the contrary in the Declaration, the Articles or Bylaws of the Association, all issues before the Association may be decided by the Board of Directors. The Board of Directors shall have the power to adopt reasonable Rules and Regulations governing SIENA TOWNHOMES, provided such Rules and Regulations must be uniformly applicable and adopted in good faith. Initially, the Board of Directors shall be elected by Developer. However, upon Turnover, i.e., at such time as the Class B Member is converted to a Class A Member, the Board of Directors shall thereafter be elected by majority vote of the Members, who then shall be all Class A Members.

H. **Annual Meeting.** The annual meeting of the Association shall be the second Monday in March, unless otherwise specified in writing by notice to the Members by the Board of Directors or unless changed in the Bylaws or an amendment to the Bylaws adopted from time to time by the Board of Directors and distributed to the Members.

I. **Special Meetings.** Special Meetings of the Association may be called from time to time as provided in the Bylaws of the Association.

J. **Quorum.** Except as otherwise provided in the Declaration, any number of Members present in person or by proxy at an annual meeting or a properly called special meeting of the Association shall constitute a quorum. Except as otherwise provided in the Declaration, the provisions for a quorum for meetings of the Board of Directors and other procedural requirements for action by the Board of Directors shall be as provided in the Articles of Incorporation and Bylaws of the Association.

K. **Certain Rights of Developer.** So long as Developer owns any real property included in the Siena Townhomes Site Plan that has not been improved with a completed Unit or the number of planned, completed Units or other completed Improvements, the Association, without the prior written consent of Developer, shall have no authority to, and shall not, undertake any action which shall:

1. prohibit or restrict in any manner the SIENA TOWNHOMES sales and marketing program or development of the Developer or the sales and marketing program;
2. decrease the level of maintenance services of the Association as established by the initial Board of Directors of the Association;
3. make any special or individual Assessment against, or impose any fine upon, Developer or Developer's property;
4. change the membership of the Architectural and Landscaping Review Board, diminish its powers as stated herein or change the design criteria and restrictions provided in the Declaration;
5. alter or amend the Declaration, any supplemental declaration or additional declaration or the Articles, Bylaws or Rules and Regulations of the Association or any amendment to any of the above;

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6. modify, alter or amend the Siena Townhomes Site Plan;
7. terminate or cancel any contracts of the Association entered into while the initial Board of Directors was in office;
8. terminate or waive any rights of the Association;
9. convey, lease, mortgage, alienate, or pledge any easements, or Common Property;
10. terminate or cancel any easements or Assessments provided in the Declaration;
11. terminate or impair any easements, powers or rights of the Developer hereunder;
12. restrict Developer's rights of use, access and enjoyment as provided in the Declaration; or
13. cause the Association to default on any of its obligations under any contract or the Declaration.

#### VII. BOARD OF DIRECTORS

A. **Purpose.** The property, business and affairs of the Association shall be managed and governed by a Board of Directors.

B. **Number.** The number of directors on the Board of Directors from time to time shall never be less than three (3) nor more than five (5). The number of directors shall be determined from time to time by the Board of Directors, but shall always be an odd number. The number of directors may be increased or decreased by the Board of Directors from time to time as provided in the Bylaws of the Association, but shall never be less than three (3). In the absence of a determination by the Board of Directors of the number of directors on the Board from time to time, there shall be three (3) directors.

C. **Qualification.** Directors need not be Members of the Association.

D. **Term of Office of Directors.** The directors shall serve for staggered terms of three (3) years, except initially in order to stagger the terms, some directors will serve for one (1) year, others for two (2) years and still others for three (3) years. Whenever the number of directors is increased or decreased, the terms of additional directors will be established so as to maintain as balanced staggering of terms as possible and the terms of existing directors will be adjusted if necessary to the same end. The foregoing notwithstanding, the term of each director shall extend until (i) his or her successor is duly elected and qualified or (ii) such director resigns as a director by written notice of resignation to the President of the Association, or (iii) he or she is removed in the manner hereinafter provided, whichever event occurs first.

E. **Election of Directors.** Until Turnover, the Developer's Class B Member votes shall constitute a majority of the votes of the Members, giving Developer effective control of the election of directors until Turnover. Upon Turnover, i.e., at such time as the Class B Member is converted to a Class A Member, the directors or the Board of Directors shall thereafter be elected by a plurality of the votes cast by written ballot of the Class A Members present in person or by proxy at an annual meeting of the Members, or a special meeting of the Members called for that purpose. After Turnover, directors shall be elected by written ballot (as provided in Section 9.6 hereof) at the annual meeting (unless written ballot is waived by unanimous consent of the Members attending) and by a plurality of the votes cast at, or presented to, the meeting of the

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Association. Unless suspended from voting privileges in accordance with the provisions of the Declaration, each Member (Class A Members and, until Turnover, Class B Members) shall be entitled to vote in any election of directors as provided in Section 9.6 hereof. Each Member, unless suspended as hereinabove provided, shall be entitled to vote for as many nominees as there are vacancies to be filled.

F. **Initial Board of Directors.** The Board of Directors shall initially consist of three (3) directors. The names and addresses of the members of the initial Board of Directors who shall hold office and serve until their successors are elected or appointed or until they are removed in accordance with these Articles and the Bylaws of the Association are as follows:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
Lucas Mazzacurati	1101 W. DeLeon Street Tampa, Florida 33606
Alexandra Mazzacurati	1101 W. DeLeon Street Tampa, Florida 33606
Giovanna Lauricella	1101 W. DeLeon Street Tampa, Florida 33606

G. **Duties and Powers.** All of the duties and powers of the Association existing under and pursuant to Chapter 617 Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, subject to approval by the Members of the Association only when specifically required.

H. **Removal.** Directors may be removed and vacancies on or in the Board of Directors shall be filled in the manner provided in the Bylaws.

I. **Federal Income Tax Election.** The Board of Directors of the Association shall have the power and authority to cause the Association to make the annual election with respect to the Association's federal income tax treatment under Section 528 of the Internal Revenue Code of 1986, as amended from time to time.

## **VIII.** **OFFICERS**

A. **Officers, Generally.** The affairs of the Association shall be administered by a President, Vice President, Secretary, Assistant Secretary, Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The offices of Vice President, Secretary and Treasurer or any other offices may be combined from time to time by the Board of Directors in its discretion, except that the office of President shall not be combined with any other office.

B. **Election.** Except as hereinafter provided with respect to the initial officers of the Association, the officers of the Association shall be elected by the directors of the Association from among themselves at a meeting of the directors held immediately following the termination of the annual meeting of members at which the directors are elected.

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C. Term. All officers of the Association shall hold office for a term of one (1) year or until their successors are elected, but may be removed from office by the Board of Directors, with or without cause, at any time.

D. Duties of Officers. The duties of the officers shall be as set forth in the Bylaws of the Association.

E. Initial Officers. The names, titles and addresses of the initial officers of the Association who shall hold office and serve until their successors elected are as follows:

OFFICENAMEADDRESS

President	Lucas Mazzacurati	1101 W. DeLeon Street Tampa, Florida 33606
Vice President	Alexandra Mazzacurati	1101 W. DeLeon Street
Secretary		Tampa, Florida 33606
Treasurer		

F. Vacancy Before First Meeting. In the event of a vacancy in any office of the Association prior to the first annual meeting of the Members of the Association, such vacancy shall be filled by an individual appointed by the Developer.

IX.  
TRANSACTIONS IN WHICH OFFICERS  
OR DIRECTORS ARE INTERESTED

A. Contracts Valid. All contracts or transactions between the Association and any other individual, corporation, partnership, association, or other organization or entity in which one or more of the officers or directors of the Association are officers or directors, or has a direct or indirect financial interest, including, without limitation, the Developer and any affiliate of the Developer, shall be as valid as if the same were engaged in or entered into by or with a disinterested party. No such contract or transaction shall be invalid, void or voidable solely for this reason, or solely because the officer or director is present at or participates in the meeting of the Board of Directors which authorized the contract or transaction, or solely because the vote of said officer or director is counted for such purpose. No officer or director of the Association shall incur financial liability by reason of the fact that said officer or director may be interested in any such contract or transaction.

B. Interested Directors Counted in Quorum. Interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors at which a contract or transaction in which such director may be interested is authorized.

C. Duty to Disclose. Notwithstanding the foregoing, any officer or director of the Association shall have a duty to disclose to the Board of Directors of the Association that such officer or director is also an officer or director of or otherwise has a financial interest, direct or indirect, in any individual or business organization or entity with which the Association proposes to contract or otherwise transact business. Such disclosure shall be reflected in the minutes of the meeting at which any vote is taken on a proposed contract

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or business transaction with any individual or business organization or entity in which an officer or director of the Association has any interest.

**X.**  
**INDEMNIFICATION AND RELEASE OF**  
**OFFICERS AND DIRECTORS**

A. **Indemnification.** Every officer and every director of the Association shall be indemnified by the Association against all expenses and liabilities, including, without limitation, reasonable attorneys fees and costs, including, without limitation, fees and costs of paralegals, experts, investigators and word processors, at the trial court level and all appellate court levels, or any other legal proceeding, including, without limitation, arbitration proceedings, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or a director of the Association, or in connection with or on account of any settlement thereof, whether or not he is an officer or a director of the Association at the time that such expenses and liabilities are incurred, except in such cases wherein any such officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that any claim for reimbursement or indemnification hereunder may be settled with the approval of the Board of Directors in the best interest of the Association.

B. **Right of Indemnification Cumulative, Not Exclusive.** The right of indemnification provided by this Article X shall be in addition to and not exclusive of and shall not be deemed to limit, in any way, the powers of the Association to indemnify any officer or director and the right of any officer or director to be indemnified by the Association by or under the common law or statutory laws of the State of Florida, the Declaration, the Bylaws or otherwise.

C. **Release of Offices and Directors.** The resignation or expiration of the term of office of, or the removal or replacement of, a director who has been elected or designated by the Developer, including those directors initially designated in these Articles, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the Association who has been appointed by the initial Board of Directors, including those officers initially designated in these Articles, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or any of its Members, other than Developer hereafter can, shall or may have against any such director or officer of the Association for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office.

**XI.**  
**BYLAWS**

The initial Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws. No amendment to the Bylaws shall change the rights and privileges of the Developer without its approval. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

**XII.**  
**AMENDMENTS**

A. **Amendments, Generally.** These Articles may only be changed, amended, modified or rescinded in the following manner:

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1. **Resolution of Board of Directors.** The Board of Directors shall initially propose any amendments to these Articles. Any such proposal shall be by resolution duly adopted by the Board of Directors setting forth the specific terms and provisions of the proposed amendment and directing that the proposed amendment be submitted to a vote of the Members of the Association at the next annual meeting or at a special meeting of the members of the Association duly called for such purpose.

2. **Notice of Meeting.** Written notice setting forth the date and time of the meeting at which the proposed amendment is to be voted upon and also setting forth the specific terms and provisions of proposed amendment, or a summary of the changes to be effected by the proposed amendment, shall be given in accordance with the provisions of the Bylaws to each Member of the Association entitled to vote thereon. Such meeting may not occur less than thirty (30) days nor more than forty-five (45) days from the date of the giving of the notice of the meeting at which the proposed amendment is to be considered and voted upon.

3. **Vote of Members.** A vote of the Members of the Association entitled to vote thereon, shall be taken on the proposed amendment at the meeting of which notice has been given as provided in Section 12.1.2 above. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the votes of the Members of the Association cast at such meeting, whether in person or by proxy. Any number of amendments may be proposed by the Board of Directors and voted upon by the Members of the Association at any one meeting.

B. **Written Consent.** Notwithstanding anything to the contrary set forth in this Article XII, if a majority of the directors and such number of the Members of the Association as are eligible to vote cast two-thirds (2/3) of the total eligible voting power of the Association (including, in the aggregate, the Class A Members and, until Turnover, the Class B Member) sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the requirements of Section 12.1 of these Articles had not been satisfied.

C. **Articles of Amendment.** Upon the approval of an amendment to these Articles in accordance with the provisions of this Article XII, the officers of the Association shall cause Articles of Amendment to be executed and delivered to the Office of the Secretary of State of the State of Florida as provided by law.

D. **Limitations on Amendments.** Notwithstanding anything to the contrary set forth in the Declaration, these Articles or the Bylaws of the Association, these Articles may not be changed, amended, modified or rescinded in any fashion or respect which would result in any change, amendment, modification, diminution or elimination of or otherwise affect the rights, privileges or benefits accruing hereunder to either the Developer, the City of Tampa, the County of Hillsborough or the Southwest Florida Water Management District, or without first receiving the prior written consent and approval of the Developer and such other of these parties as may be, or whose rights, privileges, benefit or interest may be, adversely or otherwise affected by any such amendment to these Articles.

### **XIII.** **DURATION AND DISSOLUTION**

A. **Duration.** The Association shall have perpetual existence, unless dissolved in accordance with the provisions of Chapter 617 Florida Statutes and as otherwise set forth in this Article XIII.

B. **Dissolution.** Upon dissolution of the Association, the property and assets of the Association remaining after payment of all creditors of the Association and the costs and expenses associated with such

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dissolution shall be distributed to any other corporation not-for-profit which is created and established for purposes similar to this association or to the City of Tampa, the County of Hillsborough or any other public agency for similar purposes, subject, however, to their acceptance and their ordinances, rules and orders; provided, however, that, notwithstanding the foregoing or following provisions of this Section 13.2, that portion of the Common Property comprising the Stormwater Management System shall be distributed only as provided in Section 13.3 of these Articles. In the event that, upon dissolution, another corporation not-for-profit shall not be created and established as hereinabove provided in this Section 13.2, or in the event that the City of Tampa, the County of Hillsborough or any other public agency shall refuse to accept a proposed distribution to it of the property and assets of the Association, any Member of the Association or any other interested party shall be entitled to petition the Circuit Court of the Judicial Circuit in and for Hillsborough County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity for purposes similar to that of this Association. Any Common Property so distributed upon dissolution of the Association, as aforesaid, shall continue to be subject to and encumbered by the terms and provisions of the Declaration and such other restrictions and limitations as may have been imposed upon such Common Property in the instrument by which title thereto was originally conveyed by the Developer to the Association.

C. **Disposition of Stormwater Management System on Dissolution.** Notwithstanding the foregoing provisions of Section 13 B of these Articles, upon dissolution of the Association, that portion of the Common Property comprising the Stormwater Management System shall be granted, conveyed, assigned or dedicated by the Association to an appropriate governmental body, agency or utility for the purpose of undertaking the continued ownership, administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Stormwater Management System. In the event that such grant, conveyance, assignment or dedication shall not be accepted by any such governmental body, agency or utility to which such grant, conveyance, assignment or dedication is offered, the property comprising the Stormwater Management System shall be granted, conveyed, assigned or dedicated to a corporation not-for-profit, an association, trust or other legal organization or entity, approved by the Southwest Florida Water Management District. In the absence of any such grant, conveyance, assignment or dedication of the property comprising the Stormwater Management System in accordance with the foregoing provisions of this Section 13 C, any member of the Association, the County of Hillsborough or the Southwest Florida Water Management District shall be entitled to petition the Circuit Court of the Judicial Circuit in and for Hillsborough County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity so created for such purpose.

#### **XIV.** **NON-PROFIT STATUS**

No part of the net earnings of the Association shall inure to the benefit of any of its Members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its Members, or distribute any gains, profits, or dividends to any of its Members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its Members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association are not to be taken into account in any manner.

#### **XV.** **REGISTERED OFFICE AND AGENT**

The street and mailing address of the initial registered office of the Association shall be 101 East Kennedy Boulevard, Suite 2800, Shumaker, Loop & Kendrick, LLP, Attorneys at Law, Tampa, Florida 33602, and the initial registered agent of the Association at that address shall be C. Graham Carothers, Jr., subject at

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all times to the right of the Association to change either or both the registered office and the registered agent of the Association in the manner provided by the laws of the State of Florida from time to time.

XVI.  
INCORPORATOR

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

NAMEADDRESS

C. Graham Carothers, Jr.


101 E. Kennedy Boulevard  
Suite 2800  
Tampa, Florida 33602

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation as of the 7th day of August, 2006.

  
C. Graham Carothers, Jr. as Incorporator

REGISTERED AGENT CERTIFICATE

Having been named as registered agent to accept service of process for SIENA TOWNHOMES HOMEOWNERS ASSOCIATION, INC., 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..

  
C. Graham Carothers, Jr., as Registered Agent  
101 E. Kennedy Boulevard  
Suite 2800  
Tampa, Florida 33602

FILED  
06 AUG - 8 AM 10:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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