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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**Hampton Village at Ave Maria Townhomes Neighborhood**

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**ARTICLES OF INCORPORATION  
FOR  
HAMPTON VILLAGE AT AVE MARIA TOWNHOMES  
NEIGHBORHOOD ASSOCIATION, INC.**

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OF  
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**ARTICLES OF INCORPORATION**  
**HAMPTON VILLAGE AT AVE MARIA TOWNHOMES**  
**NEIGHBORHOOD ASSOCIATION, INC.**

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Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Hampton Village at Ave Maria Townhomes Articles of Incorporation for the purpose of forming a corporation under the Florida Not-for-Profit Business Corporation Act.

**ARTICLE I**

**NAME:** The name of the corporation, herein called the "Hampton Village at Ave Maria Townhomes Neighborhood Association", is Hampton Village at Ave Maria Townhomes Neighborhood Association, Inc., and its address is c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135.

**ARTICLE II**

**DEFINITIONS:** The definitions set forth in the Hampton Village at Ave Maria Townhomes Declaration of Covenants, Conditions and Restrictions and Section 720.301, F.S., (2006), shall apply to terms used in these Hampton Village at Ave Maria Townhomes Articles.

**ARTICLE III**

**PURPOSE AND POWERS:** The purpose for which the Hampton Village at Ave Maria Townhomes Neighborhood Association is organized is to provide a homeowners' association entity pursuant to Chapter 720, F.S. (2006) to act as a "homeowners' association" for the operation of Hampton Village at Ave Maria Townhomes (the "Neighborhood") located in Collier County, Florida. The Hampton Village at Ave Maria Townhomes Neighborhood Association is organized and shall exist on a non-stock basis as a corporation not-for-profit under the laws of the State of Florida, and no portion of any earnings of the Hampton Village at Ave Maria Townhomes Neighborhood Association shall be distributed or inure to the private benefit of any Hampton Village at Ave Maria Townhomes Member, Director or officer. For the accomplishment of its purposes, the Hampton Village at Ave Maria Townhomes Neighborhood Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Hampton Village at Ave Maria Townhomes Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Neighborhood pursuant to the Hampton Village at Ave Maria Townhomes Governing Documents as they may hereafter be amended, and including but not limited to the following:

- (A) To make and collect assessments against Hampton Village at Ave Maria Townhomes Members to defray the costs, expenses and losses of the Hampton Village at Ave Maria Townhomes Neighborhood Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate any property owned or leased to Hampton Village at Ave Maria Townhomes Neighborhood Association.
- (C) To purchase insurance for the protection of the Hampton Village at Ave Maria Townhomes Neighborhood Association and its Hampton Village at Ave Maria Townhomes Members.
- (D) To repair and reconstruct improvements after casualty, and to make improvements to any

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real property owned by or leased to the Hampton Village at Ave Maria Townhomes Neighborhood Association.

(E) To make, amend and enforce reasonable Hampton Village at Ave Maria Townhomes Rules and Regulations as set forth in the Hampton Village at Ave Maria Townhomes Declaration.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as provided in the Hampton Village at Ave Maria Townhomes Declaration.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to the Neighborhood, and the Hampton Village at Ave Maria Townhomes Governing Documents.

(H) To contract for the management and maintenance of the Neighborhood and any property or easements and related improvements that are dedicated to the Hampton Village at Ave Maria Townhomes Neighborhood Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the Hampton Village at Ave Maria Townhomes Neighborhood Association, and to delegate any powers and duties of the Hampton Village at Ave Maria Townhomes Neighborhood Association in connection therewith except such as are specifically required by law or by the Hampton Village at Ave Maria Townhomes Declaration to be exercised by the Hampton Village at Ave Maria Townhomes Board of Directors or the Hampton Village at Ave Maria Townhomes Members.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Neighborhood.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

All funds and the title to all property acquired by the Hampton Village at Ave Maria Townhomes Neighborhood Association shall be held for the benefit of the Hampton Village at Ave Maria Townhomes Members in accordance with the provisions of the Hampton Village at Ave Maria Townhomes Governing Documents. In the event of termination, dissolution or final liquidation of the Hampton Village at Ave Maria Townhomes Neighborhood Association, the responsibility for the operation and maintenance of the Neighborhood, including any property or easements and related improvements that are dedicated to the Hampton Village at Ave Maria Townhomes Neighborhood Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the Hampton Village at Ave Maria Townhomes Neighborhood Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of any real property owned by Hampton Village at Ave Maria Townhomes Neighborhood Association and dissolution of the Hampton Village at Ave Maria Townhomes Neighborhood Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") prior to transition of control of the Hampton Village at Ave Maria Townhomes Board of Directors from the Hampton Village at Ave Maria Townhomes Developer to Hampton Village at Ave Maria Townhomes Owners other than the Hampton Village at Ave Maria Townhomes Developer.

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#### ARTICLE IV

##### MEMBERSHIP:

(A) The Hampton Village at Ave Maria Townhomes Members shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Hampton Village at Ave Maria Townhomes Members are all owners other than Hampton Village at Ave Maria Townhomes Developer. The Class "B" Hampton Village at Ave Maria Townhomes Member is the Hampton Village at Ave Maria Townhomes Developer as further provided in the Hampton Village at Ave Maria Townhomes Bylaws.

(B) The share of a Hampton Village at Ave Maria Townhomes Member in the funds and assets of the Hampton Village at Ave Maria Townhomes Neighborhood Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Hampton Village at Ave Maria Townhomes Declaration and Hampton Village at Ave Maria Townhomes Bylaws with respect to the Class "B" Hampton Village at Ave Maria Townhomes Member, the owners of each Parcel, collectively, shall be entitled to one vote in Hampton Village at Ave Maria Townhomes Neighborhood Association matters. The manner of exercising voting rights shall be as set forth in the Hampton Village at Ave Maria Townhomes Bylaws.

#### ARTICLE V

TERM: The term of the Hampton Village at Ave Maria Townhomes Neighborhood Association shall be perpetual.

#### ARTICLE VI

HAMPTON VILLAGE AT AVE MARIA TOWNHOMES BYLAWS: The Hampton Village at Ave Maria Townhomes Bylaws may be altered, amended, or rescinded in the manner provided therein.

#### ARTICLE VII

##### DIRECTORS AND OFFICERS:

(A) The affairs of the Hampton Village at Ave Maria Townhomes Neighborhood Association shall be administered by a Hampton Village at Ave Maria Townhomes Board of Directors consisting of the number of Directors determined by the Hampton Village at Ave Maria Townhomes Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Hampton Village at Ave Maria Townhomes Neighborhood Association shall initially be appointed by and shall serve at the pleasure of the Hampton Village at Ave Maria Townhomes Developer, and following transition from Hampton Village at Ave Maria Townhomes Developer control shall be elected by the Class "A" Hampton Village at Ave Maria Townhomes Members in the manner determined by the Hampton Village at Ave Maria Townhomes Bylaws. Directors may be removed and vacancies on the Hampton Village at Ave Maria Townhomes Board of Directors shall be filled in the manner provided by the Hampton Village at Ave Maria Townhomes Bylaws.

(C) The business of the Hampton Village at Ave Maria Townhomes Neighborhood Association shall be conducted by the officers designated in the Hampton Village at Ave Maria Townhomes Bylaws. The officers shall be elected each year by the Hampton Village at Ave Maria Townhomes Board of

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Directors at its first meeting after the annual meeting of the Hampton Village at Ave Maria Townhomes Members, and they shall serve at the pleasure of the Hampton Village at Ave Maria Townhomes Board. The initial Directors are as follows:

Edwin D. Stackhouse  
c/o Pulte Home Corporation  
9148 Bonita Beach Road, Suite 102  
Bonita Springs, FL 34135

W. Michael Meeks  
c/o Pulte Home Corporation  
9148 Bonita Beach Road, Suite 102  
Bonita Springs, FL 34135

Laura Ray  
c/o Pulte Home Corporation  
9148 Bonita Beach Road, Suite 102  
Bonita Springs, FL 34135

The initial Officers are: Edwin D. Stackhouse- President; W. Michael Meeks- Vice President; and Laura Ray, Secretary/Treasurer.

#### ARTICLE VIII

AMENDMENTS: Amendments to these Hampton Village at Ave Maria Townhomes Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Hampton Village at Ave Maria Townhomes Articles may be proposed by a majority of the Hampton Village at Ave Maria Townhomes Board or by a written petition to the Hampton Village at Ave Maria Townhomes Board, signed by at least one-fourth (1/4th) of the voting interests of the Hampton Village at Ave Maria Townhomes Neighborhood Association.

(B) Procedure. Upon any amendment to these Hampton Village at Ave Maria Townhomes Articles being proposed by said Hampton Village at Ave Maria Townhomes Board or Hampton Village at Ave Maria Townhomes Members, such proposed amendment shall be submitted to a vote of the Hampton Village at Ave Maria Townhomes Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Amendments shall be adopted by the Hampton Village at Ave Maria Townhomes Board of Directors, provided, however, that subsequent to the Hampton Village at Ave Maria Townhomes Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Hampton Village at Ave Maria Townhomes Neighborhood Association, at any annual or special meeting called for that purpose. As long as Hampton Village at Ave Maria Townhomes Developer owns a Parcel, an amendment to these Hampton Village at Ave Maria Townhomes Articles of Incorporation shall not be effective without the prior written consent of Hampton Village at Ave Maria Townhomes Developer, which consent may be denied in Hampton Village at Ave Maria Townhomes Developer's discretion, provided, further, that regardless of whether Hampton Village at Ave Maria Townhomes Developer owns a Parcel, no amendment shall be effective if it affects the Hampton Village at Ave Maria Townhomes Developer's rights or alters any provision made for the Hampton Village at Ave Maria Townhomes Developer's benefit. Amendment of these Hampton Village at Ave Maria Townhomes Articles requires prior written approval of HUD/VA prior to transition of control of the



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Hampton Village at Ave Maria Townhomes Board of Directors from the Hampton Village at Ave Maria Townhomes Developer.

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

#### ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Hampton Village at Ave Maria Townhomes Neighborhood Association shall indemnify and hold harmless every Director and every officer of the Hampton Village at Ave Maria Townhomes Neighborhood Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Hampton Village at Ave Maria Townhomes Neighborhood Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Hampton Village at Ave Maria Townhomes Neighborhood Association, in a proceeding by or in the right of the Hampton Village at Ave Maria Townhomes Neighborhood Association to procure a judgement in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

#### ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

Edwin D. Stackhouse  
c/o Pulte Home Corporation  
9148 Bonita Beach Road, Suite 102  
Bonita Springs, FL 34135

#### ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Edwin D. Stackhouse  
c/o Pulte Home Corporation  
9148 Bonita Beach Road, Suite 102  
Bonita Springs, FL 34135

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IN WITNESS WHEREOF, the undersigned, for the purpose of forming a corporation to do business in the State of Florida, under the laws of Florida, makes and files these Hampton Village at Ave Maria Townhomes Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 11 day of September, 2006.



Edwin D. Stackhouse, Incorporator

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**CERTIFICATE OF DESIGNATION**  
**REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

HAMPTON VILLAGE AT AVE MARIA TOWNHOMES NEIGHBORHOOD ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

Edwin D. Stackhouse  
c/o Pulte Home Corporation  
9148 Bonita Beach Road, Suite 102  
Bonita Springs, FL 34135

  
Edwin D. Stackhouse, President

DATE 9/6/06

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06 SEP 11 AM 10:39  
TALLAHASSEE, FLORIDA

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS 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.

SIGNATURE   
Edwin D. Stackhouse

DATE 9/6/06