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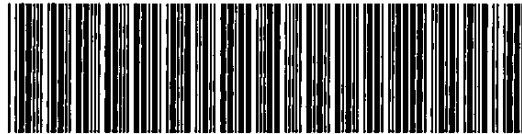
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

J. Shivers NOV 27 2006

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

**SUBJECT: COCO PLUM TOWN HOMES HOMEOWNERS'  
ASSOCIATION, INC., a Florida corporation not-for-profit**

**Enclosed is 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

<input checked="" type="checkbox"/> <sup>79.75</sup> \$78.75 Filing Fee & Certified Copy + 1 page	<input type="checkbox"/> \$87.50 Filing Fee, Certified Copy & Certificate
<b>ADDITIONAL COPY REQUIRED</b>	

FROM: Pamela Jo Hatley, Esq.

Name (Printed or typed)

Pamela Jo Hatley, P.A., P.O. Box 47477

Address

Tampa, FL 33647-0113

City, State & Zip

(813) 984-1480

Fax: (813) 984-1490

Daytime Telephone Number

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

**ARTICLES OF INCORPORATION OF ASSOCIATION  
OF  
COCO PLUM TOWN HOMES HOMEOWNERS ASSOCIATION, INC.  
a corporation not for profit**

In compliance with the requirements of Florida Statute, Chapter 617, the undersigned, a resident of Florida, and of full age, for the purpose of forming a corporation not for profit does hereby certify:

**ARTICLE I  
NAME OF CORPORATION**

The name of the corporation is Coco Plum Town Homes Homeowners' Association, Inc., a corporation not for profit under chapter 617 of the Florida Statutes (the Association).

**ARTICLE II  
PRINCIPLE OFFICE**

The principal office of the Association is located at 3313 W. Knights Ave, Tampa, Florida 33611. The mailing address is: 3313 W. Knights Avenue, Tampa, FL 33611.

**ARTICLE III  
DEFINITIONS; PURPOSE AND POWERS OF THE ASSOCIATION**

3.1 Definitions. Unless otherwise indicated, all capitalized terms herein shall have the meanings set forth in Article I of the Declaration of Covenants, Conditions, and Restrictions for Coco Plum Town Homes, except that the following words shall have the definitions set forth below for the purposes of these Articles of Incorporation:

3.1.1 "Articles" shall mean these Articles of Incorporation of Coco Plum Town Homes Homeowners' Association, Inc..

3.1.2 "Association" shall mean and refer to Coco Plum Town Homes Homeowners' Association, Inc., a Florida corporation not for profit, and its successors and assigns.

3.1.3 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

3.1.4 "Bylaws" shall mean the Bylaws of the Association.

3.1.5 "Common Expenses" shall mean the expenses and charges described in the Declaration of Covenants, Conditions, and Restrictions for Coco Plum Town Homes

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incurred or to be incurred by the Association and assessed or to be assessed upon the Owners.

3.1.6 "Declarant" shall mean Builder Investments LLC, a Florida Limited Liability Company, its successors and assigns.

3.1.7 "Declaration" shall mean that certain Declaration of Covenants, Conditions, and Restrictions for Coco Plum Town Homes, made by the Declarant to be recorded in the Public Records of Hillsborough County, Florida, as the same may be modified or amended from time to time.

3.1.8 "Development" shall mean and refer to the real property described in and made subject to the Declaration.

3.1.9 "Member" shall mean the Owner of Lots which are the subject of the Declaration, including Declarant.

3.1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Residential Lot or Undeveloped Lot as defined in the Declaration, which is a part of the Development.

3.2 Purpose. The Association does not contemplate pecuniary gain or profit to the members thereof. The specific purpose for which the Association is organized and for which it is to be operated is to (1) provide for maintenance, preservation, and care of the property of the Association, and to provide architectural control of the Residences, Lots, and Common Areas within that certain tract of property (the Property) described in and made subject to the Declaration, and as the same may be amended from time to time as therein provided; and (2) to promote the health, safety and welfare of the residents within the Property and any additions to the Property as may hereafter be brought within the jurisdiction of this Association for these purposes; and for these purposes to

3.2.1 exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;

3.2.2 fix, levy, collect and enforce payment by any lawful means, all charges or assessments due to the Association or any other persons affiliated with the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

3.2.3 acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

3.2.4 borrow money, and with the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members holding not less than two-thirds (2/3) of the total votes of the Association, mortgage, pledge, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

3.2.5 dedicate, sell, or transfer all or any part of the Common Area as defined in the Declaration to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Any such dedication or transfer shall be effective with the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members holding not less than two-thirds (2/3) of the total votes of the Association;

3.2.6 participate in mergers and consolidations with other non-profit corporations organized for the same purpose, provided that any such merger or consolidation shall have the assent of the members holding not less than two-thirds (2/3) of the total votes of the Association;

3.2.7 have and to exercise any and all powers, rights and privileges, which a corporation organized under Florida law, including chapter 617, Florida Statutes, by law may now or hereafter have to exercise;

3.2.8 levy and collect adequate assessment against Members of the Association for the costs of maintenance and operation of the Common Area and for maintenance and operation of the surface water or stormwater management systems, including but not limited to work within retention areas, drainage structures, and drainage easements;

3.2.9 operate, maintain, and manage the surface water or stormwater management system, including all lakes, retention areas, culverts, berms, swales, and related appurtenances, in a manner consistent with the Southwest Florida Water Management District ("SWFWMD") permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein;

3.2.10 adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish and enforce penalties for any infraction thereof;

3.2.11 sue and be sued in the name of the Association;

3.2.12 contract with a management company or other service provider for provision of services which are the obligation of the Association pursuant to these Articles, the Bylaws, or the Declaration.

#### **ARTICLE IV** **DIRECTORS**

4.1 The affairs of the Association shall be managed by a Board of not less than three (3) Directors, who need not be members of the Association, and the number of Directors may be changed by amendment of the Bylaws of the Association. The first Board of Directors shall be appointed by Declarant and shall serve for one year or until the first annual meeting. At each annual meeting thereafter the Members shall elect Directors for a term of one (1) year to serve until the next annual meeting. The Bylaws may provide for the removal of Directors and for filling vacancies.

4.2 The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

Phillip H. Houston, Jr., 3313 W. Knights Avenue, Tampa, FL 33611

Robert F. Foster, 14109 Lake Magdalene Blvd., Tampa, FL 36318

Phillip H. Houston Sr. 6905 S. Trask, Tampa, FL 33616-1840

#### **ARTICLE V** **OFFICERS**

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

The names of the persons who shall serve as the first officers are:

<u>Phillip H. Houston Jr.</u>	President
<u>Robert F. Foster</u>	Vice President
<u>Phillip H. Houston Sr.</u>	Secretary-Treasurer

#### **ARTICLE VI – INDEMNIFICATION**

6.1 The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred

by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to gross negligence or willful misfeasance or malfeasance in the performance of his duties to the Association unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

6.2 To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, the Association shall indemnify such director, officer, employee or agent of the Association against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

6.3 Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of the Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the Members.

6.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. In the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized herein.

6.5 The indemnification provided herein shall not be deemed exclusive of any in any manner to limit other rights or which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a

person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6.6 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

## **ARTICLE VII MEMBERSHIP**

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be a Member of the Association with the voting rights described in Article VIII hereof. The foregoing shall not include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## **ARTICLE VIII VOTING RIGHTS**

Membership in the Association shall automatically consist of and be limited to all of the record Owners of Lots. Transfer of Lot ownership, either voluntary or by operation of law, shall terminate membership in the Association and said membership shall become vested in the transferee. If Lot ownership is vested in more than one person then all of the persons so owning said Lot shall be Members of the Association and shall be eligible to hold office, attend meetings, and otherwise enjoy the benefits of membership, except that each Lot shall only be entitled to one vote, which vote shall be cast by the designated "voting member." If Lot ownership is vested in a corporation, partnership, Limited Liability Company or other legal business entity, such entity shall designate an individual as its "voting member" and any votes cast for such a Lot shall be cast by the designated "voting member." The manner of designating "voting members" and exercising voting rights shall be determined by the By-Laws.

## **ARTICLE IX DISSOLUTION**

9.1 The Association may be dissolved upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of Members holding not less than two-thirds (2/3) of the total votes of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency or any non-profit corporation, association,

trust, or other organization to be used for purposes similar to those for which this Association was created.

9.2 In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40, Florida Administrative Code, and be approved by Southwest Florida Water Management District prior to such termination, dissolution, or liquidation.

## **ARTICLE X** **DURATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist perpetually.

## **ARTICLE XI** **AMENDMENTS**

The Association shall have the right to amend these Articles of Incorporation at any time upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of Members holding not less than two-thirds (2/3) of the total votes of the Association, provided that any amendment to these articles of Incorporation which affects the Surface Water or Stormwater Management System (as defined in the Declaration) shall require written approval of SWFWMD. Amendments may be proposed by resolution approved by a majority of the Directors; provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting right of the Members, without approval in writing by all Members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

## **ARTICLE XII** **BYLAWS**

The Bylaws of the Association shall be adopted by the Directors at the first meeting of Directors, and may be altered, amended or rescinded thereafter in the manner provided therein.

## **ARTICLE XIII** **HUD/VA APPROVAL**

As long as there is a Class B membership and the Department of Housing and Urban Development ("HUD") or Veteran's Administration ("VA") is holding, insuring, or guaranteeing any loan secured by property subject to the Declaration, the following action will require the prior approval of the HUD or VA: annexation of additional

properties, mergers and consolidations, mortgaging of Common Areas, dissolution of the Association, and amendment of these Articles of Incorporation.

**ARTICLE XIV**  
**INCORPORATOR**

The name and address of the incorporator is: Phillip H. Houston, Jr., 3313 W. Knights Ave, Tampa, Florida 33611.

**ARTICLE XIV – INITIAL REGISTERED OFFICE ADDRESS AND**  
**NAME OF REGISTERED AGENT**

The name and street address of the initial registered office of the Association is:

Phillip H. Houston Jr. 3313 W. Knights Avenue, Tampa, FL 33618

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 14 day of NOV, 2006.

Phillip Houston Jr  
Incorporator

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The forgoing instrument was acknowledged before me this 14th day of November, 2006, by Phillip H. Houston Jr as \_\_\_\_\_ of Builder Investments, LLC a Florida limited liability company. He is personally known to me or has provided \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public

Pamela Jo Hatley  
Print Name of Notary Public

Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_



**Pamela Jo Hatley**  
Commission #DD271168  
Expires: Jan 15, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

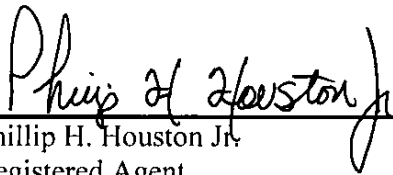
**CERTIFICATE DESIGNATING  
REGISTERED AGENT FOR SERVICE OF PROCESS**

The following is submitted in compliance with chapters 48 and 617, Florida Statutes (2006):

Coco Plum Town Homes Homeowners' Association, Inc., desiring to organize as a corporation under the laws of the State of Florida with its registered office at 3313 W. Knights Avenue, Tampa, Florida 33611 has named Phillip H. Houston Jr., located at the above registered office, as its Registered Agent to accept service of process within this State.

**ACKNOWLEDGMENT:**

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, I am familiar with the duties and obligations of Registered Agents and I hereby agree to act in this capacity and to comply with all statutes relative to the proper and complete performance of duties.

  
\_\_\_\_\_  
Phillip H. Houston Jr.  
Registered Agent

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