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SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.**

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1. RENNINGTON LAW FIRM

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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

**OF**

**SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.  
(A FLORIDA CORPORATION NOT FOR PROFIT)**

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AMENDED AND  
RESTATED  
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HILLSBOROUGH COUNTY, FLORIDA

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is **SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.**, a Florida corporation not for profit (the "Association").

2. Principal Office. The principal office of the Association is 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634.

3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634. The name of the Registered Agent of Association is:

BETTY D. VALENTI

4. Definitions. The AMENDED AND RESTATED DECLARATION FOR SOUTH HAMPTON TOWN HOMES (the "Declaration") will be recorded in the Public Records of Hillsborough County, Florida, and shall govern all of the operations of a community to be known as SOUTH HAMPTON TOWN HOMES. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. The purpose for which this corporation is organized shall be to buy, sell, lease or sublease, or to acquire, maintain or operate as fee owner or as owner of a leasehold interest, or solely to maintain, or operate without any interest in real property, those certain residential buildings and the land upon which said buildings shall be situated (the "Subdivision") in Hillsborough County, State of Florida, known as SOUTH HAMPTON TOWN HOMES, more particularly described in the Declaration of Restrictions therefor; and to erect such additional buildings and structures on said real estate as the corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gain for the corporation; and to perform any other act for the wellbeing of members, without partiality or undue inconvenience as between members and to perform any other act in maintaining an atmosphere of congeniality and high standard of occupancy by and for its members; and to maintain a high standard of physical appearance of the buildings; to formulate Bylaws, rules and regulations, and to provide for the enforcement thereof. The corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business and for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, and in Chapter 720, Florida Statutes.

Notwithstanding anything contained to the contrary herein, the Corporation shall:

(a) Own, operate, maintain and/or convey the Common Property and Areas of Common Responsibility, including, without limitation, the Master Surface Water Management System and any personal property owned by the Association;

(b) Operate and maintain the Master Surface Water Management System including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds,

lakes, flood plain, compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1. To perform all the duties and obligations of Association set forth in the Declaration and Bylaws, as herein provided.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and South Hampton Town Homes.

7.3. To operate and maintain the Surface Water Management System.

7.4. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws.

7.5. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.6. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.7. To borrow money, and if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; and (b) seventy-five percent (75%) of the votes present, in person or by proxy, at a duly called meeting of the members in which there is a quorum, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights. A quorum for any meeting of the members for the purpose of conveying, abandoning, alienating, encumbering, or transferring all or a portion of the Common Areas to a third party after the Turnover Date shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the Voting Interests.

7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of South Hampton Town Homes to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.9. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, South Hampton Town Homes, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.11. To have and exercise any and all powers, rights, and privileges which a

corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise.

7.12. To employ personnel and retain independent contractors to contract for management of Association, South Hampton Town Homes, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and South Hampton Town Homes as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services.

7.14. To establish committees and delegate certain of its functions to those committees.

#### 8. Membership.

8.1 The members of the Association shall consist of all of the record owners of legal title to Lots in the Subdivision. After receiving approval as required by the Declaration, a change of membership in the Association shall be established by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument establishing record title to a Lot in the Subdivision and the certificate as required showing said approval. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated. No officer, director or member shall be personally liable for any debt or other obligation of this corporation, except as provided in the Declaration.

8.2 The Association shall have two (2) classes of voting membership:

8.2.1 Class A members shall be all Owners of Lots, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds title to any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they may collectively determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

8.2.2 The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by the Declarant. The Class B membership shall cease on the happening of either of the following events, whichever occurs earlier.

8.2.2.1 Upon the conveyance by the Declarant of seventy five percent (75%) of the Lots; or

8.2.2.2 Such earlier date as the Declarant may determine.

8.2.3 The members of this corporation shall be subject to assessment for the costs and expenses of the corporation in operating the buildings and Common Areas, in accordance with the Declaration, these Articles of Incorporation, and the Bylaws of the corporation.

8.2.4 This corporation shall not be operated for profit, no dividends shall be paid, and no part of the income of the corporation shall be distributed to its members, directors or officers.

8.2.5 The members of this corporation, individually, are responsible for all maintenance and repair within and about their Lots as set forth in the Declaration.

8.2.6 The members of this corporation shall be subject to all of the terms, conditions, covenants, and restrictions contained in the Declaration, these Articles of Incorporation and the Bylaws of the corporation.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
BETTY D. VALENTI	4343 Anchor Plaza Parkway, Suite 200 Tampa, Florida 33634
CHLOE FIREBAUGH	4343 Anchor Plaza Parkway, Suite 200 Tampa, Florida 33634
RYAN SHEARS	4343 Anchor Plaza Parkway, Suite 200 Tampa, Florida 33634

10. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved and the Association owns the Surface Water Management System, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. Association shall have perpetual existence.

12. Amendment.

12.1 General Restrictions on Amendments. No amendment, modification, change or rescission of Section 5 or Section 8 above, may be made without unanimous approval of the then members of the corporation together with the written approval of all Institutional Mortgagees holding a valid, enforceable first mortgage lien against any Lot. For the purposes of this provision, Institutional Mortgagees shall include only the following: banks, life insurance companies, federal saving and loan associations, institutional investors, mortgage bankers, real estate investment trusts, authorized to transact business in the State of Florida and the Declarant. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records of Hillsborough County.

12.2 Amendments prior to the Turnover Date. Prior to the Turnover Date, but subject to the general restrictions on amendments set forth above, Declarant shall have the right to

amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records of Hillsborough County.

12.3 Amendments From and After the Turnover Date. After the Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a sixty-six and two-thirds percent (66 2/3%) of Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the members in which there is a quorum. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover Date shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the Voting Interests.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. The Declarant shall have the right to amend these Articles, from time to time, so long as Declarant owns a Lot within South Hampton Town Homes, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

13.3. Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:



President:	BETTY D. VALENTI
Vice President:	CHLOE FIREBAUSH
Secretary:	RYAN SHEARS
Treasurer:	RYAN SHEARS

15. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant; or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

#### ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 9<sup>th</sup> day of November, 2010.

BETTY D. VALENTI

By: Betty D. Valenti  
Print Name: BETTY D. VALENTI

#### Registered Office:

4343 Anchor Plaza Parkway, Suite 200  
Tampa, Florida 33634

#### Principal Corporation Office:

4343 Anchor Plaza Parkway, Suite 200  
Tampa, Florida 33634

## CERTIFICATE OF ADOPTION

The date of adoption of the amendment(s) was: September 7, 2010.

Effective date: November 9, 2010

Adoption of Amendment(s):

☒ The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

☐ There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signed this 9<sup>th</sup> day of November, 2010.

Betty D. Valenti

(By the chairman or vice chairman of the board, president or other officer if directors have not been selected, by an incorporator, if the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Betty D. Valenti

Typed or printed name of person signing)

President

(Title of person signing)