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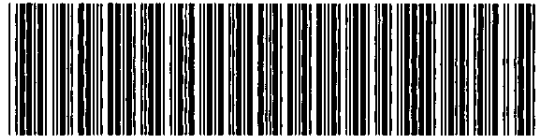
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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C.F. 11-21

DONNA J. FELDMAN, P.A.

Donna J. Feldman
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Suite 103
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November 19, 2007

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

Re: Articles of Incorporation of Tierra Del Sol Plaza Property Owners Association, Inc.

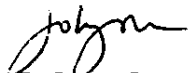
Dear Sir or Madam:

Enclosed please find the original of the referenced Articles of Incorporation, including a check for \$78.75 to cover the filing fee and to obtain a certified copy of the Articles of Incorporation, as filed. Please return the certified copy and confirmation of filing to this office.

If you have any questions, please contact me. We appreciate your assistance in filing this item as soon as possible.

Very truly yours,

DONNA J. FELDMAN, P.A.


Jo Lynn Jorczak
Paralegal

/jlj

Enclosure

ARTICLES OF INCORPORATION
OF
TIERRA DEL SOL PLAZA
PROPERTY OWNERS ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida these Articles of Incorporation of Tierra Del Sol Plaza Property Owners Association, Inc., for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida.

I. NAME AND ADDRESS

The name of this corporation shall be TIERRA DEL SOL PLAZA PROPERTY OWNERS ASSOCIATION, INC. (the "**Association**"). The address of the Association shall be 5115 Joanne Kearney Boulevard, Tampa, Florida 33619, or such other address as the Association may hereinafter select.

II. DEFINITIONS

All capitalized terms utilized in these Articles of Incorporation shall have the meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions of Tierra Del Sol Plaza ("**Declaration**").

III. PURPOSES

The general nature, objects and purposes for which the Association has been organized are as follows:

A. To provide an entity for the furtherance of the interests of the Owners within Tierra Del Sol Plaza.

B. To own, lease, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas and the Limited Common Areas and the Improvements situated thereon in or benefiting Tierra Del Sol Plaza or any portion thereof, including, without limitation, any privately-held utility systems and roadways within the Tierra Del Sol Plaza, and to procure and maintain insurance which the Board determines is necessary or appropriate relating to such Common Areas and Limited Common Areas, and to pay all taxes, assessments and utility charges relating thereto.

C. To maintain or provide for the maintenance, repair, replacement, improvement and reconstruction, as necessary, desirable or appropriate of the Surface Water Management System.

D. To provide, or provide for such services which the Association may periodically determine are necessary or desirable to further the interests of the Owners within Tierra Del Sol Plaza, together with the capital improvements, regular maintenance and repair, equipment and personnel pertaining to providing such services.

E. To provide, purchase, lease, acquire, replace, improve, maintain and repair such private and public real property, buildings, structures, street lights and other structures, landscaping, paving and equipment related to the furtherance of the interests and convenience of the Members of the Association, as the Board in its discretion determines necessary, appropriate, and convenient.

F. To perform all the functions, duties and obligations contemplated for the Association in the Declaration.

G. To operate the Association without profit for the benefit of its Members and the Tierra Del Sol Plaza.

H. To do, perform or provide any other acts, services or matters whatsoever that are not in conflict with these Articles or the Bylaws and that may be allowed by Chapter 617, Florida Statutes, or any successor statute thereto.

IV. GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds for the benefit of the Members for purposes set forth in these Articles and in the Bylaws and the Declaration.

B. To promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and to further the interests of the Owners and other Persons, including, without limitation, the promulgation and enforcement of rules and regulations limited or regulating the hours of use, the entry and exit points and the speed of all types of vehicles traveling upon the private streets, roadways, alleys and other paved areas within the Property, and the regulation, metering and use of any private utility systems installed or operated within the Property.

C. To establish procedures and policies relating to the governance and operation of the Association, the Common Areas, the Limited Common Areas and the Improvements thereon.

D. To enter into contracts with such Persons as the Board deems necessary or appropriate to provide for the administration, operation and/or management of the Association's affairs and satisfaction of the Association's obligations.

E. To delegate power or powers where such is deemed in the interest of the Association.

F. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of any interest in real or personal property, except to the extent restricted hereby.

G. To own, lease, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas, the Limited Common Areas and the Improvements situated thereon.

H. To enter into, make, perform or carry out contracts and agreements of every kind with any Person.

I. To fix regular or special dues, charges, fees and assessments to be levied upon the Owners within Tierra Del Sol Plaza and against their Lots to defray the costs, fees, and capital and non-capital expenditures of the Association and to effectuate the objectives and purposes of the Association, and to fix fines and other charges for the nonpayment of such dues, charges, fees or assessments or for the violation of the Articles, Bylaws, and Declaration, and to authorize the Board, in its discretion, to enter into, perform and carry out contracts or agreements with such Persons as are selected by the Board from time to time to provide for the collection of such dues, charges, fees and assessments.

J. To commence actions, suits or proceedings to (i) restrain, prevent, terminate or enjoin any breach or threatened breach of the Declaration, the Articles or Bylaws, (ii) enforce, by mandatory injunction or otherwise, the provisions of the Declaration, the Articles and the Bylaws, and (iii) to collect any assessments, fees, dues, fines, charges or other amounts due to the Association from any Owner or any Person or entity claiming by or through such Owner.

K. To create reserves to provide for the deferred maintenance, renovation, rebuilding, reconstruction, replacement, improvement or alteration of any portion of the Common Areas or the Improvements situated thereon.

L. To control the specifications, architecture, design, appearance, elevation and location of all Improvements situated in, upon or under the Property.

M. To enter upon any Building Site for the purpose of ascertaining whether the Owner thereof is in compliance with the Declaration, these Articles and the Bylaws and to undertake such actions as the Association in its discretion determines is necessary or appropriate to ensure full, complete and continuing compliance with the Declaration, these Articles and the Bylaws.

N. To separately charge any Owner for services rendered by the Association to any such Owner or those claiming by or through any such Owner and to separately charge any user of Association property when such separate charge is deemed appropriate by the Board.

O. To pay taxes, assessments, utilities and other charges, if any, levied or assessed on or against property owned, leased or maintained by the Association.

P. To procure, pay for and maintain any and all insurance deemed necessary, desirable or appropriate by the Board to be procured, maintained and paid for by the Association,

including, without limitation, insurance for property damage, personal injury, comprehensive liability, fidelity, errors and omissions, and any and all other types of insurance.

Q. To satisfy all obligations associated with the SWFWMD Permit and any and all other permits assigned to the Association by the Declarant and deemed appropriate by the Declarant to be held, maintained and operated by the Association on behalf of all of the Owners.

R. To make such dedications, whether by easement or fee conveyance, of any portion of the Common Areas or Limited Common Areas deemed necessary, reasonable or appropriate by the Board, and as may be otherwise required or requested by any governmental entity having jurisdiction over the Property.

S. To borrow money for the purposes of improving, repairing and replacing the Common Areas and the Limited Common Areas, and acquiring additional Common Area, and to encumber the Common Areas in connection with such financing, except to the extent limited by the terms of the Declaration.

T. To do any and all acts necessary or expedient for carrying on or accomplishing any and all of the purposes for which the Association has been formed and for effectuating all of the powers and objectives set forth in these Articles of Incorporation and in the Declaration which are not forbidden by the laws of the State of Florida.

U. To have, in general, all powers conferred upon a not-for-profit corporation by the laws of the State of Florida, except as prohibited herein, which are necessary or convenient to accomplish any of the objectives and purposes for which the Association is organized.

V. MEMBERS; VOTING

A. Each Owner, including the Declarant, of fee simple title to a Lot within Tierra Del Sol Plaza shall automatically become a Member of the Association for so long as such ownership continues. Association membership shall be an interest which is appurtenant to fee simple title to a Lot within Tierra Del Sol Plaza and shall not be divisible or transferable separate and apart from ownership of any such Lot; provided, however, that in the event an Owner of a Lot executes a ground lease relating to such Lot with any other Person for an initial term of twenty (20) years or more, the Owner and such Person may, upon written notice to the Association, enter into a written agreement pursuant to which the Owner assigns to such Person all but not part of the rights and privileges the Owner is entitled to exercise under these Articles or under the Declaration or Bylaws, including the Owner's right to vote. Such assignment of the Owner's rights and privileges shall automatically terminate upon the termination of the lease with such Person. In no event shall the assignment of the Owner's rights and privileges relieve the Owner of any of the duties or obligations set forth herein or in the Declaration or Bylaws. The Association shall be entitled to rely upon any written notice delivered to the Association, and shall be entitled to consider such Person as the assignee of such rights and privileges until such time as the Association receives further written notice signed by the Owner and such Person.

B. The Association has two (2) classes of voting membership. All Voting Percentages aggregated from all voting memberships shall constitute the Outstanding Votes. If any matter is to be approved by a single class of Members, then the "Outstanding Votes" for such purposes shall mean all Voting Percentages aggregated from such class only.

1. Class A. So long as there is a Class B membership, Class A Members shall be Owners except the Declarant (who shall be the Class B member). The Voting Percentage of each Owner shall be determined as follows based on the Lot(s) owned by such Owner:

<u>Lot</u>	<u>Voting Percentage</u>
Lot 1	15%
Lot 2	15%
Lot 3	10%
Lot 4	10%
Lot 5	10%
Lot 6	<u>40%</u>
	100%

If an Owner owns less than an entire Lot described above (due to a subdivision thereof in accordance with Section 8.5 of the Declaration), then the Owner shall be allocated the portion of the Voting Percentage specified above that has been allocated to such portion of the Lot in accordance with the procedure set forth in Section 8.5 of the Declaration.

2. Class B. The Class B member is the Declarant and shall have three (3) times the Voting Percentage allocated above to the portion of the Property owned by the Declarant, from time to time. The Class B membership shall cease and be converted to Class A membership on the happening of any one of the following events, whichever occurs first:

- (a) When the Declarant voluntarily relinquishes its right to Class B membership;
- (b) On June 30, 2025; and
- (c) When the Declarant no longer owns any portion of the Property.

Notwithstanding the conversion of Class B membership to Class A membership, the Declarant shall continue to be entitled to appoint one (1) member of the Board for so long as the Declarant is the Owner of any of the Property.

3. Co-Ownership. If more than one (1) person owns an interest in any Lot, there may be only the vote cast for such Lot as set forth above. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-Owner shall file the name of the voting co-Owner, with the Secretary of the Association to be entitled to vote at such meeting, unless such

co-Owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

C. The Bylaws and the Declaration may include terms and provisions which permit the Board, in its discretion, to suspend or terminate certain of the rights, interests and privileges of Members under the circumstances described therein.

D. The rights, duties, privileges and obligations of each Member of the Association shall be those set forth herein and in the Declaration and Bylaws, and all such rights, duties, privileges and obligations shall be exercised in accordance with the terms, provisions, covenants, restrictions and conditions set forth herein and in the Declaration and Bylaws of the Association.

VI. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed and directed by a Board of Directors which shall include at least three (3) Directors. Only individuals may serve as Directors, but Directors need not be Owners. The initial Board shall consist of three (3) Directors, who shall be appointed by Declarant, and who shall thereafter be appointed and elected as provided in the Bylaws.

B. The names and address of the Members of the initial Board, who shall hold offices until an election is held by the Members for the election of Directors, or until their successors are elected or appointed and have qualified in accordance with the Bylaws, are as follows:

<u>Name</u>	<u>Address</u>
Bing Kearney, Jr.	5115 Joanne Kearney Boulevard Tampa, Florida 33619
Tracy J. Harris, Jr.	5115 Joanne Kearney Boulevard Tampa, Florida 33619
Frank M. Valente	5115 Joanne Kearney Boulevard Tampa, Florida 33619

VII. OFFICERS

The officers of the Association shall be determined, appointed and elected in accordance with the Bylaws.

VIII. REGISTERED OFFICE AND REGISTERED AGENT

The Association's principal office and mailing address is located at 5115 Joanne Kearney Boulevard, Tampa, Florida 33619. Frank Valente is hereby appointed the initial registered

agent of the Association. Both the Association's registered office and registered agent may be changed from time to time as provided by law.

Agent Acceptance:

Having been named as registered agent to accept service of process for the above stated corporation 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.



Frank M. Valente

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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IX. CORPORATE EXISTENCE

The Association shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida. If the Association is dissolved, the control or right of access to the portion of the Common Areas constituting the Surface Water Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System shall be conveyed to a non-profit corporation similar to the Association.

X. BYLAWS

The Board shall adopt Bylaws consistent with these Articles.

XI. INTERPRETATION

These Articles are to be interpreted, construed, and enforced together with the Bylaws and the Declaration to avoid inconsistencies or conflicting results. If a conflict necessarily results or an ambiguity exists, the provisions of the Declaration shall control anything to the contrary in these Articles or in the Bylaws, and the provisions of these Articles shall control anything to the contrary in the Bylaws.

XII. AMENDMENT TO ARTICLES OF INCORPORATION

A. For so long as the Declarant has the right to appoint or elect a majority of the Board of Directors, the Declarant shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend these Articles: (a) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (b) to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents; or (c) to comply with the requirements of law or any governmental permit or

approval applicable to the Property; or (d) for any other reason deemed by the Declarant to be advisable, desirable or beneficial.

B. Amendments to these Articles other than those authorized by A., above, may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of each class of Members, and the written approval of Declarant for so long as Declarant owns and holds any Lot for sale in the ordinary course of business or has the right to appoint or elect a majority of the Directors.

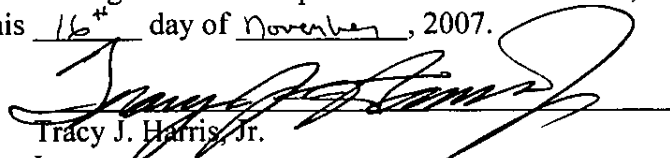
C. The rights, interests and privileges conferred upon any Member of the Association by these Articles are subject to the right of the Association to alter, amend or rescind these Articles.

XIII. INCORPORATOR

The name and business address of the incorporator is:

NAME	ADDRESS
Tracy J. Harris, Jr.	5115 Joanne Kearney Boulevard Tampa, Florida 33619


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 16th day of November, 2007.


Tracy J. Harris, Jr.
Incorporator

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16th day of NOVEMBER 2007, by Tracy J. Harris, Jr., who is personally known to me or produced _____ as identification.

(NOTARIAL SEAL) **Joanna Ulakovic**
Commission # DD507276
Expires January 16, 2010
Bonded Troy Fam Insurance Inc. 800-385-7019


Notary Public
State of Florida at large

My Commission Expires: JAN. 16, 2010

Print Name: JOANNA ULAKOVIC