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BASIC AMENDMENT

THE TOWNHOMES AT DEERWOOD VILLAGE HOMEOWNERS' ASSOCI

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FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

August 29, 2003

THE TOWNHOMES AT DEERWOOD VILLAGE HOMEOWNERS' ASSOCIATI
12515 N. KENDALL DRIVE
SUITE 430
MIAMI, FL 33183

SUBJECT: THE TOWNHOMES AT DEERWOOD VILLAGE HOMEOWNERS' ASSOCIATION, INC.
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AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
THE TOWNHOMES AT DEERWOOD VILLAGE
HOMEOWNERS' ASSOCIATION, INC.

THE TOWNHOMES AT DEERWOOD VILLAGE HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, pursuant to the laws of the State of Florida, hereby adopt the following Amended and Restated Articles of Incorporation.

ARTICLE 1
NAME

The name of the corporation shall be THE TOWNHOMES AT DEERWOOD VILLAGE HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as "the Association," these Amended and Restated Articles of Incorporation as "these Articles," and the By-Laws of the Association as "the By-Laws."

ARTICLE 2
PURPOSES

The purpose for which the Association is formed is to bring about civic and social improvements by operating and maintaining the Common Properties within the residential development known as THE TOWNHOMES AT DEERWOOD VILLAGE (the "Complex") located in Miami-Dade County, Florida, which may be declared as "Common Properties" for the use of all residents of the Complex.

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Amended and Restated Declaration of Covenants and Restrictions for THE TOWNHOMES AT DEERWOOD VILLAGE dated as of August 1st, 2003 ("the Declaration of Covenants") unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4
POWERS

4.1 General. The Association shall have all of the powers and privileges granted under the Florida Not-For-Profit Corporation Law and all of the powers and privileges which may be granted under any other applicable laws of the State of Florida reasonably necessary to effectuate and implement the purposes of the association, including the following:

(a) To buy, own, operate, lease, sell and trade real and/or personal property as may be necessary or convenient in the administration of the Complex;

(b) To maintain, repair, replace, reconstruct, add to and operate the Common Properties and other property acquired or leased by the Association;

(c) To purchase insurance for the Common Properties and its recreation areas, and insurance for the protection of the Association, its directors, officers and members;

(d) To make, adopt and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Properties;

(e) To enforce by legal means the provisions of the Declaration of Covenants, these Articles, the By-Laws and the Rules and Regulations for the use of the Common Properties; and

(f) To contract for or delegate the duties for the management and maintenance of the Common Properties.

4.2 Common Properties. All properties acquired by the Association or declared as "Common Properties" under the Declaration of Covenants and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration of Covenants, these Articles and the By-Laws.

4.3 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

4.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Covenants and the By-Laws.

ARTICLE 5 TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 6 MEMBERS

6.1 Membership. The members of the association shall consist of all of the record owners, whether one or more persons or entities, of fee simple title to any portion of the Property.

6.2 Assignment. The member's share of the funds and any assets of the association shall not be assigned, hypothecated or transferred in any manner except

as an appurtenance to the member's fee simple ownership interest in a portion of the Property.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, the owner of any portion of the Complex shall be entitled to one vote, which vote shall be exercised or cast in the manner provided by the Declaration of Covenants and the By-Laws.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7
BOARD OF DIRECTORS

7.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of directors determined by the By-Laws, but which shall consist of not fewer than three (3) directors.

7.2 Duties and Powers. All of the duties and powers of the Association existing in the Declaration of Covenants, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by the members when such approval is specifically required.

7.3 Election; Removal. Directors shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

7.4 Term of Directors. Directors shall hold office for the periods described in the By-Laws.

ARTICLE 8
OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board at its first meeting and following each annual meeting of the members and they shall serve at the Board's pleasure. The By-Laws may provide for the removal of officers, the filling of vacancies and the duties of the officers.

ARTICLE 9
INDEMNIFICATION

9.1 In General. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceedings, 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. The Association's indemnification of each such person shall be for expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such legal action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such 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, 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 Association's best interest, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

9.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of an action, suit or proceeding referred to in Section 9.1 or in defense of any claim, issue or matter herein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith, which expenses shall be repaid forthwith.

9.3 Approval. Any indemnification under Section 9.1 (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 in the circumstances because he has met the applicable standard of conduct set forth in Section 9.1. Such determination shall be made: (a) by a majority vote of a quorum of the Board consisting of directors who were not parties of such action, suit or proceeding; or (b) if such quorum is not obtainable, or, even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (c) by a majority of the members.

9.4 Advances. 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 a specific case.

9.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise. The indemnification shall pertain to the individual while in office after he is no longer a director, officer, employee and/or agent and shall inure to the benefit of the heirs and personal representative of said person.

9.6 Insurance. 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, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

ARTICLE 10 BY-LAWS

The By-Laws may be altered, amended or rescinded by the directors and members in the manner provided by the By-Laws.

ARTICLE 11 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

11.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

11.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the voting members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be by not less than 100% of the voting members of the Association and by not less than a majority of the Board.

11.3 Limitation. Anything herein to the contrary notwithstanding, no amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of members, without approval in writing by all members and the joinder of all record holders of the mortgages upon any portion of the Complex. No amendment shall be made that is in conflict with Declaration of Covenants, nor shall any amendments make any changes which would in any way

affect any of the rights, privileges, powers or position in favor of or reserved by Declarant, or any Institutional Lender, or an affiliate of Declarant, unless Declarant, such mortgagee or affiliate shall join in the execution of the amendment.

11.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Miami-Dade County, Florida.

**ARTICLE 12
REGISTERED AGENT**

The name and street address of the registered agent authorized to accept service of process within Florida for the Association is:

CT Corporation System
c/o CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

IN WITNESS WHEREOF, the Association has adopted by unanimous consent of the members and directors of the Association as of August 1st, 2008.

**THE TOWNHOMES AT DEERWOOD
VILLAGE HOMEOWNERS'
ASSOCIATION, INC.**

By: *[Signature]*
David J. Levey, Assistant Secretary

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 28th day of August, 2008, by David J. Levey, Assistant Secretary of the Townhomes at Deerwood Village Homeowners' Association, Inc., a Not-For-Profit Florida corporation, on behalf of the corporation. He is personally known to me.

(SEAL)



MELISSA DOWDELL, Notary Public
STATE OF OHIO
My Commission Expires April 25, 2007

[Signature]
Notary Public - State of Ohio
Commission Number: n/a