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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
HIDDEN RIVER TOWNHOMES ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)**

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The undersigned, being the Incorporator of Hidden River Townhomes Association, Inc., a Florida corporation not for profit ("Association") and in accordance with its Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on December 14, 2012, under Document Number N12000011619, pursuant to Chapter 617 of the laws of the State of Florida.
2. The originally filed Articles of Incorporation ("Original Articles") are hereby duly amended and restated in their entirety in accordance with the provisions of Chapter 617, Florida Statutes and Article XIII, Paragraph A, of the Original Articles, by the Incorporator and prior to the "First Conveyance" (as defined in the Original Articles).
3. These Amended and Restated Articles of Incorporation have been duly executed by the Incorporator on the date hereinafter set forth on the execution page.

As so adopted, these Amended and Restated Articles of Incorporation replace the Original Articles in their entirety and are substituted therefor.

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ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Amended and Restated Articles of Incorporation and any amendments hereto.

2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Home Assessments," "Townhome Assessments," "Special Assessments" and "Master Assessments" (as such terms are defined in the Declaration), and any and all other assessments, including but not limited to "Benefited Assessments" (as such term is defined and discussed in the Declaration) which are levied by the Association and the Master Association in accordance with the Hidden River Townhomes Documents and the Master Documents.

3. "Association" means Hidden River Townhomes Association, Inc., a Florida corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

4. "Association Property" means the property more particularly described in Article II of the Declaration.

5. "Board" means the Board of Directors of the Association.

6. "Bylaws" means the Bylaws of the Association and any amendments thereto.

7. "County" means Hillsborough County, Florida.

8. "Declarant" means D.R. Horton, Inc., a Delaware corporation, and any successor or assign thereof to which D.R. Horton, Inc. specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the "Total Property" (as defined in the Declaration). In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

9. "Declaration" means the Declaration of Covenants, Restrictions and Easements for Hidden River Townhomes, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

10. "Director" means a member of the Board.

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11. "Hidden River Corporate Park" means the name given to the planned community developed or being developed by Master Declarant in the County in accordance with the Master Declaration. Hidden River Townhomes is situated within Hidden River Corporate Park.

12. "Hidden River Townhomes" means that planned residential development located in the Hillsborough County, which encompasses the Committed Property and is intended to comprise one hundred forty-seven (147) attached two (2)-story Homes located within twenty-nine (29) buildings ("Building[s]") together with the Association Property, but is subject to change in accordance with the Declaration. Hidden River Townhomes will consist of the land set forth in Exhibit "B" of the Declaration and may be expanded by the recording of one or more Supplemental Declaration(s). Declarant presently intends that Hidden River Townhomes, when ultimately developed, will contain one hundred forty-seven (147) Homes. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for Hidden River Townhomes and, therefore, the total number of Homes within Hidden River Townhomes actually developed may be less than or greater than one hundred forty-seven (147). In such event, the revised number of Homes to be developed in Hidden River Townhomes will be set forth in a Supplemental Declaration recorded in the County.

13. "Hidden River Townhomes Documents" means in the aggregate the Declaration, these Articles and the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Declaration).

14. "HOA Act" means the homeowners' association act, Chapter 720, Florida Statutes as amended through the date of recording the Declaration amongst the Public Records of the County.

15. "Home" means an attached residential dwelling unit in Hidden River Townhomes intended as a single family residence.

16. "Master Association" means Hidden River Corporate Park Association, Inc., a Florida corporation not for profit, organized to administer the Master Declaration and having among its members all "Owners" of "Building Sites" or "Residential Unit Sites" (as those terms are defined in the Master Declaration). In accordance with the Master Declaration, while each Owner is deemed a member of the Master Association, the Association, though a designated voting representative, shall cast all votes in the Master Association attributable to and on behalf of the Owners. Each Home shall be obligated for a proportionate share of assessments of the Master Association attributable to the Total Property.

17. "Master Declarant" means Crescent Resources, LLC, a Georgia limited liability company, and all of such entities' successors and assigns as successor developer to Hidden River Corporate Park, Ltd., a Florida limited partnership.

18. "Master Declaration" means the Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of Hidden River Corporate Park, recorded in Official

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Records Book 10682, Page 1471, of the Public Records of the County, and any and all amendments and supplements thereto, whereby portions of the real property at Hidden River Corporate Park are set aside from time to time by Master Declarant in accordance with the plan for development set forth therein and whereby "Assessments" (as defined therein and hereinafter referred to as "Master Assessments") for the land areas designated therein as "Common Areas" are made specifically applicable to Home Owners to be collected by the Association on behalf of the Master Association. The Master Declaration authorizes Master Assessments to be levied against Home Owners.

19. "Master Documents" means the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, the Design and Development Guidelines adopted by the Design Review Committee of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

20. "Member" means a member of the Association.

21. "Operating Expenses" means the actual and estimated expenses which the Association incurs, or expects to incur, pursuant to the Declaration, for the general benefit of all Owners and the Other Home Owners pursuant to the rights granted to such Other Home Owners under the Shared Facilities Declaration (including Master Assessments which are levied by the Master Association against the Homes and the Committed Property pursuant to the Master Documents). Operating Expenses include any reasonable reserves for non-recurring expenses and amounts the Board finds necessary or appropriate. Operating Expenses include the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Association Property or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties under any of the Hidden River Townhomes Documents. As to Owners (and not the Other Home Owners which have no obligation for "Townhome Expenses," as such term is defined in the Declaration), the term Operating Expenses shall also be deemed to include Townhome Expenses and shall be payable by Owners as a Townhome Assessment.

22. "Other Home Owners" means the owners of condominium units in The Club at Hidden River, a Condominium ("Condominium"), which Condominium is adjacent to the Total Property and is also developed by Declarant, as "developer" thereof, and created pursuant to that certain Declaration of Condominium of The Club at Hidden River, a Condominium, recorded in Official Records Book 18160, Page 203, of the Public Records of the County. The Other Home Owners are referred to as the "Home Owners" in the Shared Facilities Declaration. In consideration for the various easements and rights granted to the Other Home Owners in the Shared Facilities Declaration, the Other Home Owners are obligated to pay a portion of the Operating Expenses applicable to the Association Property as more particularly discussed in the Shared Facilities Declaration and Article IV, Section 10 of the Declaration. Notwithstanding anything to the contrary herein, to the extent Declarant determines not to add all or a portion of the Uncommitted Property and modify its plan of development for Hidden River Townhomes,

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the term Other Home Owners may also mean and refer to owners of dwelling units in other residential developments constructed within any portion of the Uncommitted Property.

23. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Hidden River Townhomes, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation. Where the context so requires, Owner also means and refers to the Other Home Owners

24. "Shared Facilities Declaration" means that certain Shared Facilities Declaration, recorded or to be recorded in the Public Records of the County, a copy of which is attached as Exhibit "H" to the Declaration. The Total Property is defined as the "Townhome Development" in the Shared Facilities Declaration. Certain portions of the Total Property are subject to non-exclusive easements in favor of the Other Home Owners as more particularly described in the Shared Facilities Declaration and Article IV, Section 10 of the Declaration.

25. "Surface Water or Stormwater Management System" means a system which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code. Notwithstanding anything contained herein to the contrary, the Master Association, and not the Association, is responsible to maintain, repair and operate the Surface Water or Stormwater Management System located on the Total Property (as such term is defined in the Declaration) and throughout Hidden River Corporate Park and therefore, all references to the Association in these Articles in connection with the maintenance, repair and operation of the Surface Water or Stormwater Management System shall be deemed to be references to the Master Association. To the extent the Surface Water or Stormwater Management System, or any portion thereof, is not maintained by the Master Association, however, the Association shall be obligated for the maintenance thereof in accordance with the applicable governmental regulations, the District Permit and the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II NAME

The name of this corporation shall be HIDDEN RIVER TOWNHOMES ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 14055 Riveredge Drive, Suite 150, Tampa, Florida 33637.

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ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, administer, operate, maintain, finance, repair, replace, manage and lease the Association Property in accordance with the terms of, and purposes set forth in, the Hidden River Townhomes Documents and to carry out the covenants and enforce the provisions of the Hidden River Townhomes Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Hidden River Townhomes Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Hidden River Townhomes Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs and expenses defined or identified in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association. The foregoing shall include the power to levy and collect adequate Assessments for the costs of maintenance, repair and operation of the Surface Water or Stormwater Management System, including, but not limited to, cost associated with maintenance, repair and operation of retention areas, drainage structures and drainage easements, to the extent the Association becomes obligated for the maintenance therefor.

4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Association Property in accordance with the Hidden River Townhomes Documents.

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5. To enforce by legal means the obligations of the Members and the provisions of the Hidden River Townhomes Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Hidden River Townhomes in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Hidden River Townhomes.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Association Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. To collect and remit to the Master Association any and all Master Assessments and other charges levied against an Owner's Home and Lot by the Master Association or by the Association on behalf of the Master Association.

11. To elect the President of the Association as the "Voting Representative" of the Master Association, pursuant to the provisions of the Master Documents. The next most senior official of the Association shall be the alternate Voting Representative. The Voting Representative shall cast the votes in the Master Association of all of the Owners on their behalf. The Voting Representative may cast all such votes as he or she, in his or her sole discretion, deems appropriate.

12. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of seventy-five percent (75%) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;

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(b) the collection of other charges which Owners are obligated to pay pursuant to the Hidden River Townhomes Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Hidden River Townhomes Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of a seventy-five [75%] of the Members); or

(e) filing a compulsory counterclaim.

13. To the extent the Association has maintenance responsibility therefor, to operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of Southwest Florida Water Management District Permit, as such District Permit may be amended, modified or reissued from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

14. To exercise and enforce architectural control, maintenance and use restrictions in accordance with the Declaration.

15. To bill and collect from the "Condominium Association" (as such term is defined in the Shared Facilities Declaration), on behalf of the Other Home Owners in the Condominium, any and all sums due the Association and payable by the Other Home Owners, pursuant to the Shared Facilities Declaration.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Homes until each such Home is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Homes owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

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C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Home is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Home shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

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

1. "Class "A" Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Home owned.

2. "Class "B" Member" shall be Declarant, who shall be entitled to three (3) times the total number of votes of the Class "A" Members plus one. Class "B" membership shall cease and be converted to Class "A" membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the total number of Homes permitted to be constructed as part of Hidden River Townhomes by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Homes, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Hidden River Townhomes Documents.

F. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Home.

G. Any Member who conveys or loses title to a Home by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.

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H. There shall be only one (1) vote for each Home, except for the Class "B" Member as set forth herein. If there is more than one Member with respect to a Home as a result of the fee interest in such Home being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Home owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Home, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the Owners of such Home shall lose their right to vote until such a certificate is filed with the Secretary of the Association, but the Home shall be considered for purposes of establishing a quorum.

Notwithstanding the foregoing provisions, whenever any Home is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Home owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Home vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Home vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners

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association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved 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 no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility (if any and only to the extent the Association is obligated for the maintenance and repair thereof in accordance with the terms of the Declaration and the Master Declaration) for the Surface Water or Stormwater Management System and discharge facilities located within the Total Property is assumed by an entity acceptable to the District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import. Further, such dissolution shall require the prior approval of the Army Corps of Engineers.

In the event and upon dissolution of the Association, if the Veterans Administration ("VA") is guaranteeing or the U.S. Department of Housing and Urban Development ("HUD") is insuring the mortgage on any Lot, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any mortgage; provided if either agency has granted project approval for Hidden River Townhomes, then HUD and/or VA shall be notified of such dissolution.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Nicolas Aparicio, 14055 Riveredge Drive, Suite 150, Tampa, Florida 33637.

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of

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which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Nicolas Aparicio
Vice President	-	John E. Snyder
Secretary/Treasurer	-	Rebecca L. Sarver

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be an odd number of not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors and Directors designated or elected by the Condominium Association, Directors must be Members or the parents, children or spouses of Members or as to Members that are entities, an officer, shareholder, employee, director, partner or a designee of Members that are entities. Each Director shall have only one (1) vote.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Nicolas Aparicio	14055 Riveredge Drive, Suite 150 Tampa, Florida 33637
John E. Snyder	14055 Riveredge Drive, Suite 150 Tampa, Florida 33637
Rebecca L. Sarver	14055 Riveredge Drive, Suite 150 Tampa, Florida 33637

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

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C. Upon the Turnover Date, the Members (including Declarant) and the Condominium Association (pursuant to rights granted to the Condominium Association in the Shared Facilities Declaration) shall be entitled to elect all the Directors. The election shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting. At the Initial Election Meeting and at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), the Members shall elect two-thirds (2/3) of the Directors and the Condominium Association shall be entitled to designate and/or elect, in its sole discretion, one-third (1/3) of the Directors to the Board.

D. The Board shall continue to be so designated and elected at each subsequent Annual Members' Meeting.

E. Except for Directors appointed or elected by the Condominium Association which may only be removed or replaced by the Condominium Association, a Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests of Members for any reason deemed to be in the best interests of such Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director and Condominium Association Director) shall be held upon the written request of ten percent (10%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

F. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Members (other than Declarant) and the Condominium Association are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Members.

G. At the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

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H. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or the Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or the Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she becomes involved by reason of his or her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he or she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

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ARTICLE XIII
AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total voting interests present at such meeting.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home; (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee; and (iii) the Condominium Association as to rights granted to the Condominium Association hereunder or in the Shared Facilities Declaration, without the prior written consent thereto of the Condominium Association.

F. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the

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First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

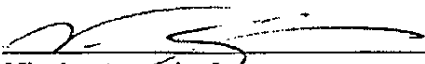
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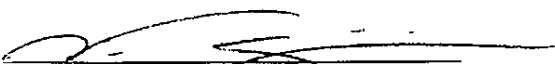
ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 14055 Riveredge Drive, Suite 150, Tampa, Florida 33637, and the initial registered agent of the Association at that address shall be Nicolas Aparicio.

The undersigned, being the incorporator of the Association, and in accordance with the amendment provisions of Article XIII, Paragraph A, of the Original Articles, hereby affirms that the foregoing Amended and Restated Articles of Incorporation were duly adopted on the 28 day of MARCH, 2013 and shall promptly be filed in the Office of the Secretary of State of the State of Florida.

By: 
Nicolas Aparicio, Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Amended and Restated Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By: 
Nicolas Aparicio, Registered Agent

Dated: MARCH 28, 2013

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