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Division of Corporations

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
VILLA MEDICI TOWNHOMES HOA, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
VILLA MEDICI TOWNHOMES HOA, INC.**

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Not For Profit Corporation Act, the corporation hereinafter named (the "Corporation") does hereby amend and restate its Articles of Incorporation, as heretofore amended.

1. The name of the corporation is Villa Medici Townhomes HOA, Inc.
2. The text of the Amended and Restated Articles of Incorporation of the corporation, as amended hereby, is annexed hereto and made a part hereof.

CERTIFICATE

It is hereby certified that:

1. The annexed Amended and Restated Articles of Incorporation has been approved by the Board of Directors of the Corporation.
2. The annexed Amended and Restated Articles of Incorporation does not contain an amendment requiring member approval.
3. The annexed Amended and Restated Articles of Incorporation shall supersede the original Articles of Incorporation of the Corporation and all amendments to them.
4. The annexed Amended and Restated Certificate of Incorporation of the Corporation shall be read in full as follows:

Executed on October 23, 2013.

By: _____

Tirso San Jose, President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
VILLA MEDICI TOWNHOMES HOA, INC.**

N13000008799

Pursuant to the provisions of the Florida Not For Profit Corporation Act, the undersigned hereby adopts the following Amended and Restated Articles of Incorporation ("Articles"):

**Article I
NAME AND DEFINITIONS**

The name of the corporation shall be **VILLA MEDICI TOWNHOMES HOA, INC.**, which is hereinafter referred to as the "Homeowners' Association" or "Association".

The capitalized terms used herein shall have the meanings, if any, given to them in the Declaration of Covenants, Restrictions and Reciprocal Easements recorded or to be recorded in the Public Records of Lee County, Florida, as hereafter amended and/or supplemented from time to time (the "Community Covenants") unless the context clearly requires otherwise; provided, however, that the term "Member" shall mean a member of the Homeowners' Association as provided herein.

**Article II
PURPOSES AND POWERS**

The objects and purposes of the Homeowners' Association are those objects and purposes as are authorized by the Community Covenants. The further objects and purposes of the Homeowners' Association are to preserve the values and amenities of the Dwellings which are now or hereafter developed within the properties which are subject to the Community Covenants (hereinafter referred as the "Properties") and to maintain the Common Areas for the benefit of the Members of the Homeowners' Association.

The Homeowners' Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Homeowners' Association shall have the power to contract for the management of the Homeowners' Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of **Portofino Springs Townhomes, LLC, a Florida limited liability company** (the "Declarant")) the powers and duties of the Homeowners' Association, except those which require specific approval of the Board or the Members.

The Homeowners' Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Community Covenants. The Homeowners' Association shall also have all of the powers necessary to exercise all of the Homeowners' Association's rights and privileges, to perform all of its duties and obligations and to otherwise implement the purposes of the Homeowners' Association as set forth in the Community Covenants. The Homeowners' Association shall further have all of the powers necessary to provide for the common good, health, safety and general welfare of all of the Owners, including, without limitation, the power to act as the exclusive agent of the Owners relating to the CDD Property, or relating to the Master Covenants or the Master Association, including, without limitation, the power to the pay, as part of the

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Common Expenses, all assessments and other sums due to the Master Association pursuant to the Master Covenants.

The foregoing statement of purposes shall be construed as a statement both of purpose and of powers, and such purposes and powers shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause or statement, but shall be broadly construed as independent purposes and powers.

Article III MEMBERS

3.01 Membership. The Members of the Homeowners' Association shall be as follows:

- (a) Owners. Each Owner of a Dwelling shall be a Class A Member of the Homeowners' Association and shall be a Voting Member.
- (b) Declarant. The Declarant shall be the sole Class B Member of the Homeowners' Association, until termination of the Class B Membership as provided in the Community Covenants, and shall be a Voting Member.

3.02 Members' Voting Rights. On all matters upon which the Members shall be entitled or required to vote, each Member shall have the following number of votes:

- (a) Each Owner shall be entitled to cast one (1) vote.
- (b) The Declarant shall have one hundred fifty-five (155) votes, so long as the Declarant is entitled to appoint a majority of the Directors of the Association as hereafter provided, and thereafter the Declarant shall have the greater of (i) the number of votes for each Dwelling owned by the Declarant; or (ii) one (1) vote less than the number of votes required to elect a majority of the Directors; or (iii) or the maximum number of votes permitted under Applicable Law.

3.03 General Matters. Unless otherwise specified, when reference is made herein, or in the Community Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a "Required Percentage" of Members, such reference shall be deemed to be a reference to fifty-one percent (51%) of the votes of the Voting Members.

3.04 Meetings of Members. The By-Laws shall provide for an annual meeting of Members, and may provide for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if at least fifty-one percent (51%) of the total votes which may be cast by the Voting Members shall be represented at the meeting by the respective Members. Unless otherwise specifically required by law, references herein and in the Community Covenants, By-Laws and other documents administered by or binding on the Homeowners' Association shall be deemed to refer to meetings and votes of Members.

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Article IV
CORPORATE EXISTENCE

The Homeowners' Association shall have perpetual existence.

Article V
BOARD OF DIRECTORS

5.01 Management by Directors. The property, business and affairs of the Homeowners' Association shall be managed by a Board, which shall initially consist of three (3) directors. A majority of the directors shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including annual meetings.

5.02 Original Board of Directors. The names and addresses of the first Board, who shall hold office until the first election and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Tirso San Jose	2385 NW Executive Center Drive, Suite 440 Boca Raton, Florida 33431
Jeffrey Sobel	2385 NW Executive Center Drive, Suite 440 Boca Raton, Florida 33431
Carol DeMare	2385 NW Executive Center Drive, Suite 440 Boca Raton, Florida 33431

5.03 Appointment of Directors. The Directors shall be elected or appointed as follows:

- (a) The Declarant shall have the right to appoint all of the Directors of the Homeowners' Association until termination of the Class B Membership, as provided in the Community Covenants.
- (b) Upon termination of the Class B Membership, two (2) directors shall be elected or appointed by the Owners, and one (1) director shall be appointed by the Declarant.
- (c) After the Declarant relinquishes control of the Association, and to the fullest extent permitted under applicable law, the Declarant may also exercise the right to appoint any Declarant-owned voting interests in the same manner as any other Voting Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board.
- (d) For purposes of this section, the term "Voting Members other than the Declarant" shall not include builders, contractors, or others who purchase a Dwelling for the purpose of constructing improvements thereon for resale.

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5.04 Appointment of Board of Directors. Unless otherwise provided in these Articles, directors elected or appointed by the Members shall be elected or appointed at the annual meeting of the Members as provided in the By-Laws. The By-Laws may provide for the method of voting for the election and for the removal from office of directors.

5.05 Duration of Office. Directors elected or appointed by the Members shall hold office until the next succeeding annual meeting of the Members, and thereafter until qualified successors are duly elected or appointed and have taken office.

5.06 Vacancies. A director elected or appointed by the Declarant or any other Voting Member may only be removed by the Declarant, and any vacancy on the Board shall be filled by the Declarant or other Member that elected or appointed the resigning or removed director.

Article VI **OFFICERS**

6.01 Officers Provided For. The Homeowners' Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the By-Laws.

6.02 Election and Appointment of Officers. The officers of the Homeowners' Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board annually for terms of one (1) year, and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election for the removal from office of officers, for the filling of vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Homeowners' Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board may elect or appoint an individual to fill such vacancy.

6.03 First Officers. The names and addresses of the first officers of the Homeowners' Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
President: Tirso San Jose	2385 NW Executive Center Drive, Suite 440 Boca Raton, Florida 33431
Vice President: Jeffrey Sobel	2385 NW Executive Center Drive, Suite 440 Boca Raton, Florida 33431
Secretary/Treasurer: Carol Demare	2385 NW Executive Center Drive, Suite 440 Boca Raton, Florida 33431

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**Article VII
BY-LAWS**

The Board shall adopt By-Laws consistent with these Articles. Such By-Laws may be altered, amended, repealed or rescinded by the Members in the manner set forth in the By-Laws.

**Article VIII
AMENDMENTS**

8.01 Approval of Amendments. Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the Voting Members for adoption or rejection by affirmative vote of fifty-one percent (51%) of the votes of the Voting Members.

8.02 Declarant's Right to Amend. Anything to the contrary herein notwithstanding, during the period in which the Declarant is entitled to elect a majority of the Directors of the Homeowners' Association, the Declarant shall have the absolute right to amend these Articles without the consent of the Members of the Board, and no amendment to these Articles shall be made or shall be effective without the written consent and joinder of the Declarant, which consent the Declarant may withhold in its sole and exclusive discretion.

8.03 Notice. Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

8.04 Conflicting Provisions. In case of any conflict between these Articles and the By-Laws, these Articles shall control and in case of any conflict between these Articles and the Community Covenants, the Community Covenants shall control, except to the extent inconsistent with the powers and duties of any Association under Applicable Law.

**Article IX
INDEMNIFICATION**

9.01 Right to Indemnification. The Homeowners' Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer, committee member, or agent of the Homeowners' Association, against 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 action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Homeowners' Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. 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 or did act in a manner which he believed to be not in or opposed to the best interest of the Homeowners' Association.

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Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

9.02 Attorneys' Fees. To the extent that a director, officer, employee or agent of the Homeowners' Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.01 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

9.03 Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Homeowners' Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, committee member, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Homeowners' Association as authorized in this Article.

9.04 Non-exclusive. 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, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

9.05 Power to Purchase Insurance. The Homeowners' Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Homeowners' Association, or is or was serving at the request of the Homeowners' 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 Homeowners' Association would have the power to indemnify him against such liability under the provisions of this Article.

9.06 No Amendment. The provisions of this Article 10 shall not be amended.

Article X **OFFICE**

The principal office and mailing address of the Homeowners' Association shall be at 15750 Portofino Springs Boulevard, Fort Myers, FL 33908, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Homeowners' Association shall be kept at its principal office or at such other place as may be permitted by Florida law.

Article XI **REGISTERED AGENT**

Until changed, Jeffrey E. Sobel shall be the registered agent of the Homeowners' Association and the registered office shall be c/o Sobelco, Inc., 2385 NW Executive Center Drive, #440, Boca Raton, Florida 33431.

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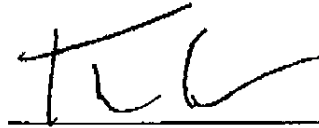
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Article XII
DISSOLUTION

Upon dissolution of the Homeowners' Association, all of its assets shall be conveyed to another non-profit corporation, unincorporated association or public agency.

IN WITNESS WHEREOF, the said President has hereunto set his hand this 22 day of October, 2013.

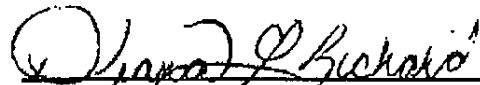


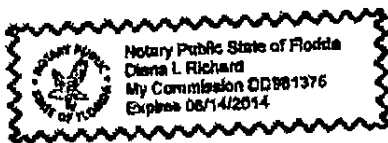
Tirso San Jose, President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on the 22 day of October, 2013, by Tirso San Jose, who is personally known to me.

[Notary Seal]:


Notary Public, State of Florida at Large
Print Name: Diana L. Richard
My Commission Expires: 6-14-2014



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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

VILLA MEDICI TOWNHOMES HOA, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Fort Myers, State of Florida, has named Jeffrey E. Sobel, located at 2385 NW Executive Center Drive, #440, Boca Raton, Florida 33431, as its agent to accept service of process within Florida.



Tirso San Jose, PresidentDated: 10-21-2013

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



Jeffrey E. SobelDated: 10/22/13

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