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OF COUNSEL
JEFFREY P. GREENBERG

July 16, 2015

SENT VIA FEDERAL EXPRESS DELIVERY

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

**Re: Articles of Incorporation
Horatio and Tampania Townhouses Property Owners' Association, Inc.
BBKLLK File M00963.27788**

To Whom It May Concern:

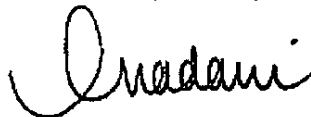
Enclosed, please find the original Articles of Incorporation for Horatio and Tampania Townhouses Property Owners' Association, Inc., along with this firm's check in the amount of \$70.00, representing your office's filing fee.

Please return the original documents to this firm in the pre-addressed and stamped envelope provided.

Thank you in advance for your assistance with this matter. Should you have any questions, please feel free to give my office a call.

Very Truly Yours,

BARNETT, BOLT, KIRKWOOD, LONG & KOCHÉ



/signed electronically to avoid delay in delivery/
Sheada Madani

(Enclosures as Indicated)

ecc: Marc Mobley, Mobley Homes Custom

FILED

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SECRETARY OF STATE
TAMPA, FLORIDA

Prepared By and Return To:

**Leonard H. Johnson, Esquire / smp
Barnett, Bolt, Kirkwood, Long & Koche, P.A.
601 Bayshore Boulevard, Suite 700
Tampa, Florida 33606
www.barnettbolt.com**

ARTICLES OF INCORPORATION

OF

**HORATIO AND TAMPANIA TOWNHOUSES
PROPERTY OWNERS' ASSOCIATION, INC.**

In order to form a corporation not for profit, under and in compliance with the requirements of Chapter 617, FLORIDA STATUTES, as same may be amended from time to time, the undersigned, a resident of the State of Florida and of full age, hereby makes, subscribes and incorporates this corporation not for profit, for the purposes and with the powers hereinafter set forth, and, to that end, the undersigned does hereby certify:

**ARTICLE I
NAME**

The name of the corporation is HORATIO AND TAMPANIA TOWNHOUSES PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation (hereinafter referred to as the "Association").

**ARTICLE II
ADDRESS**

The mailing address and principal office of the Association is located at 711 W. Swann Avenue, Tampa, Florida 33606. The Association's mailing address and principal office may be changed from time to time by the Board of Directors, as provided by Florida law.

**ARTICLE III
REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the Association shall be 601 Bayshore Boulevard, Suite 700, Tampa, Florida 33606. The name of the Association's initial registered agent at such address shall be LEONARD H. JOHNSON. The Association's registered agent may be changed from time to time by the Board of Directors, as provided by Florida law.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate the pecuniary gain or profit of its members. The specific purposes for which the Association is formed are (a) to provide for the maintenance, preservation and architectural control of all Common Areas, Common Facilities, and Lots within that certain tract of real property described in **EXHIBIT "A"**, attached hereto and by this reference made a part hereof and more commonly referred to as the Horatio and Tampania Townhouses (the "**Property**" or the "**Properties**"), and, (b) to promote the health, safety, and general welfare of the residents within the Property. The purposes of this Association shall include, without limitation of the foregoing, carrying out, enforcing and otherwise fulfilling and enforcing the Association's rights and responsibilities under and pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horatio and Tampania Townhouses, to be recorded among the Public Records of Hillsborough County, Florida, and any amendments, supplements, or modifications thereof, herein together collectively referred to as the "**Declaration**".

Without limitation, and in addition to all of the powers of the Association provided by the Bylaws and the Declaration, the Association is empowered to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Bylaws and the Declaration, and as the same may be amended, supplements and modified from time to time as therein provided, said Bylaws and Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce by any lawful means, all charges or assessments established by, or pursuant to, the terms of the Bylaws and the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and to use and expend the proceeds of any such charges and assessments in the exercise of its powers and duties hereunder;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise any or all of its real or personal property as security for money borrowed, debts incurred, or any of its other obligations, including without limitation the right to collateralize any such indebtedness with the Association's assessment collection rights;;

(e) Dedicate, sell, transfer or otherwise convey all or any part of the Property owned by the Association, including roadways, to any public agency, authority, or utility, for such purposes, and subject to such conditions, as the Association may determine. No such dedication or

transfer shall be effective unless an instrument has been signed by a majority of the Board of Directors agreeing to such dedication, sale or transfer;

(f) Grant easements as to the Common Area and Common Facilities to public and private utility companies, including cable television and internet companies, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge, at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Property, and the providing of utility and other services thereto;

(g) Participate in mergers and consolidations with other non-profit corporations organized for similar purposes, or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;

(h) Annex additional real property in accordance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties and membership of the Association to the real property thereby annexed;

(i) From time to time establish, adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Property and its Common Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(j) To adopt such annual budgets as are necessary to carry out the provisions of the Bylaws and the Declaration and these Articles of Incorporation;

(k) Grant easements as to the Common Area and Common Facilities to Southwest Florida Water Management District ("SWFWMD"), with or without cost or charge, at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Property, and the preservation, operation and maintenance of the Stormwater Management System, as well as any and all conservation areas, drainage areas, and wetland mitigation areas;

(l) Own, operate control and maintain the Common Areas and Common Facilities, and, the stormwater management system as permitted by SWFWMD, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances, in a manner consistent with the requirements of any Environmental Resource Permit, or, any other permit issued by SWFWMD, and any applicable rules and/or regulations promulgated by SWFWMD, and, shall assist SWFWMD in the enforcement of any restrictions and covenants contained in these Articles Incorporation, the Bylaws, or the Declaration. For purposes of these Articles of Incorporation, "Stormwater Management System" means a system which is designed and 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

otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.;

(m) Levy and collect adequate assessments against the Members of the Association for the costs of maintenance, operation and replacement of the Stormwater Management System;

(n) Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by SWFWMD. Notwithstanding any other provisions contained in these Articles Incorporation, the Bylaws, or the Declaration to the contrary, the Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas each year, which shall specifically include but not be limited to maintenance within retention areas, drainage structures and drainage easements, until SWFWMD determines that such mitigation area(s) is successful in accordance with the Environmental Resource Permit for the Property.

(o) In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign and otherwise dispose of property in any nature whatsoever, real, person, or mixed, tangible or intangible, in connection with the Association's affairs, specifically including the Stormwater Management System facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, conservation areas, drainage areas, wetlands and any associated buffer areas and wetland mitigation areas;

(p) Pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association or its property;

(q) Contract for the maintenance and management of the Property and its Common Area, and to authorize a management agent to assist the Association in carrying out its powers and duties under the Bylaws and the Declaration, such as to provide for the operation and routine custodial maintenance facilities including the Stormwater Management System facilities;

(r) Have an exercise all rights, powers and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers and privileges reasonable to be implied from the existence of any right, power or privilege so granted, or granted by the Bylaws and the Declaration and these Articles, or reasonably necessary to effectuate the exercise of any right, power or privilege so granted;

(s) To enforce by legal means the obligations of the members of the Association; the provisions of the Bylaws and the Declaration, and the provisions of a dedication or conveyance of the Property to the Association with respect to the use and maintenance thereof;

(t) To sue and to be sued;

(u) To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 and Chapter 720, FLORIDA STATUTES, by law may now or hereafter have or exercise, and, to engage in all lawful acts permitted or authorized by law, and to take any other action necessary for the purposes for which the Association is formed;

(v) This Association is not a condominium association and is not subject to the Florida Condominium Law (Chapter 718, FLORIDA STATUTES).

ARTICLE V

MEMBERSHIP

Every person or entity who from time to time is a record Owner of a fee or undivided fee interest in any Lot which is subject to the provisions of the Declaration, including contract sellers, shall be a member of the Association; however, a member of the Association shall not refer to or mean any other person(s) or entity who hold any interest in any Lot merely as a security for the performance of an obligation. When any Lot is owned of record by two (2) or more persons or other legal entities, all such persons or entities shall be members. An Owner of more than one (1) such Lot shall be entitled to one (1) membership for each Lot owned by him. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership shall automatically transfer by the conveyance of title of a Lot. The share of an Owner or a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance of such Owner's or member's Private Townhouse Residence (as defined in the Declaration).

ARTICLE VI

VOTING RIGHTS

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

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), and, shall be entitled to one (1) vote for each Lot subject to assessment owned. When more than one (1) person or entity holds an interest in any Lot subject to assessment, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any split vote be permitted with respect to such Lot.

CLASS B: The Class B Member shall be the Declarant, and it shall be entitled to four (4) votes for each Lot owned. Notwithstanding the foregoing, so long as Declarant owns any Lot, Declarant shall be deemed to have a minimum of one (1) vote in excess of the cumulative votes of Owners of all Lots not owned by Declarant. The Class B membership shall cease and be converted to Class A membership upon the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any property annexed or planned for annexation by the Declarant; or
- (b) When the Declarant waives in writing its right to Class B membership.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors, who need not be members of the Association. Directors shall be elected as provided in the Bylaws of the Association, but at all times it must be an odd number of three (3) or more. The number of directors may from time to time be changed by amendment of the Bylaws of the Association.

The initial Directors named below shall serve until the Association's first annual meeting. The term of office for all Directors is one (1) year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. Each member may cast as many votes for each vacancy as such member has, and, the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is strictly prohibited.

The names and addresses of the initial Directors who will serve as Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Marc Mobley	711 W. Swann Avenue Tampa, Florida 33606
Michelle Mobley	711 W. Swann Avenue Tampa, Florida 33606
Heather Mobley	711 W. Swann Avenue Tampa, Florida 33606.

The initial Directors herein designated shall serve until Turnover, as defined in the Declaration, unless they sooner die, resign, or are removed. Directors elected at the Turnover meeting shall serve on the Board as set forth in the Bylaws.

ARTICLE VIII

BYLAWS

This Association's Bylaws will initially be adopted by the Board of Directors. Thereafter, the Bylaws shall be altered, amended, or rescinded solely by the approval of the Board of Directors.

In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the Members may have authority to approve amendments to the Bylaws; in those circumstances such provisions shall control the alteration, amendment or rescission the Bylaws.

ARTICLE IX INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a part, or to which he or she may become involved by reason of his or her being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X DISSOLUTION

The Association may be dissolved in the manner from time to time provided by the laws of the State of Florida, and, with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association in any manner other than incident to a merger or consolidation, all of the assets of the Association, including the control or right of access to the property containing the Stormwater Management System facilities, 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 such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purpose. In no event may any assets of the Association inure to the benefit of any member or other private individual.

Notwithstanding the foregoing, if the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System, in accordance with the requirements of any Environmental Resource Permit, unless and until an alternate entity assumes responsibility as required pursuant hereto and pursuant to B.O.R. subsection 2.6.2.2.4(h). Upon termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the SWFWMD prior to such termination, dissolution or liquidation.

ARTICLE XI **DURATION**

The Association shall exist perpetually.

ARTICLE XII **AMENDMENTS**

Section 1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to the Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental agency or entity having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such agency or entity must also be obtained. No amendment shall be effective until a copy of such amendment shall have been certified by the Secretary of State of the State of Florida and thereafter shall have been recorded in the Public Records of Hillsborough County, Florida.

Section 2. Amendments Affecting Stormwater Management System. Any amendment of this Article of Incorporation as to the protective covenants, or any amendment to the Declaration that alters the Stormwater Management System environmental conservation areas and/or water management portions of the Common Areas, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must receive prior written approval from SWFWMD to be effective. If a modification to the Environmental Resource Permit is required, as determined by SWFWMD, in its sole and absolute discretion, any amendment affecting the Stormwater Management System may not be finalized until such necessary permit modification is approved by the SWFWMD or the Association is advised by SWFWMD, in writing, that a modification is not necessary.

Section 3. Amendments Prior to Turnover. Prior to the statutory process of turning over the control of the Association by the Declarant to its Members, as same is more specifically defined in the Declaration ("Turnover"), Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to Turnover, the Association must first obtain the Declarant's prior written consent and approval of any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after Turnover. Thereafter, Declarant shall join in such identical amendment so that its consent to same will be reflected in the Public Records of Hillsborough County, Florida.

Section 4. Amendments From and After Turnover. From and after Turnover, but subject to the General Restrictions on Amendments set forth above, these Articles may be amended with the approval of two-thirds (2/3) of each class of members present (in person or by proxy) at a duly noticed meeting in which there is a quorum present.

ARTICLE XIII
SUBSCRIBER

The name and address of the incorporator and subscriber of these Articles of Incorporation are as follows:

NAME

LEONARD H. JOHNSON


ADDRESS

**601 Bayshore Boulevard
Suite 700
Tampa, Florida 33606.**

ARTICLE XIV
INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions and rules of interpretation contained in the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles of Incorporation and of the Declaration be interpreted, construed and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this not for profit corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator and subscriber of this Association, have executed these Articles of Incorporation, this 16th day of July, 2015.

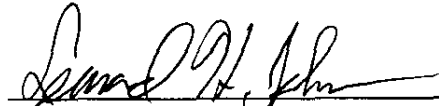


LEONARD H. JOHNSON
Incorporator and Subscriber

**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 SECTIONS 48.091, 607.0504 AND 607.0505,
FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

HORATIO AND TAMPANIA TOWNHOUSES PROPERTY OWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF TAMPA, STATE OF FLORIDA, HAS NAMED LEONARD H. JOHNSON, LOCATED AT 601 BAYSHORE BOULEVARD, SUITE 700, TAMPA, COUNTY OF HILLSBOROUGH, STATE OF FLORIDA 33606, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

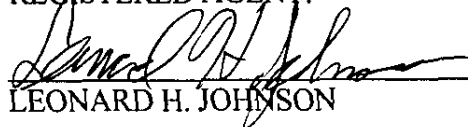


LEONARD H. JOHNSON
Incorporator and Subscriber

DATE: July 16, 2015

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NOT FOR PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY. FURTHER, I CERTIFY THAT I AM FAMILIAR WITH AND AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES, INCLUDING THE DUTIES AND OBLIGATIONS PROVIDED FOR IN SECTION 607.0504, AND, SECTION 607.0505, RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE OF
REGISTERED AGENT:



LEONARD H. JOHNSON

DATE: July 16, 2015

EXHIBIT "A"

Property Description for Horatio and Tampania Townhouses

A Replat of Lots 10, 14, 15 and 16, GRANT PLACE REVISED, as recorded in Plat Book 21, Page 18, of the Public Records of Hillsborough County, Florida, lying within Section 22, Township 29 South, Range 18 East, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 13 of said GRANT PLACE REVISED; thence N.00°09'35"E., 120.20 feet along the Easterly boundary line of said Lot 13 to the Northeast corner thereof and the Southerly boundary line of Lot 11 of said GRANT PLACE REVISED; thence S.89°52'14"E., 25.44 feet along the Southerly boundary line of said Lot 11 to the Southeast corner thereof; thence N.00°28'40"W., 49.83 feet along the Easterly boundary line of said Lot 11 to the Northeast corner thereof and the Southwest corner of Lot 9 of said GRANT PLACE REVISED; thence S.89°25'53"E., 135.10 feet along the Southerly boundary line of said Lot 9 to the Southeast corner thereof and the Westerly right-of-way line of S. Tampania Avenue; thence S.00°07'12"W., 170.01 feet along said Westerly right-of-way line to the Northerly right-of-way line of W. Horatio Street; thence N.89°30'26"W., 160.10 feet along said Northerly right-of-way line to the POINT OF BEGINNING.

Containing 0.60 Acres, more or less.