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INC.**

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**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CARENCIA LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation**

The Articles of Incorporation for the Carencia Lakes Homeowners Association, Inc., a Florida not for profit corporation are amended and restated as provided in these Amended and Restated Articles of Incorporation (the "Articles"). All capitalized terms not specifically defined herein shall have the meanings set forth in the "Declaration of Covenants, Conditions, and Restrictions for Carencia Lake Estates," as amended and supplemented from time to time, recorded or to be recorded in the Public Records of Hillsborough County, Florida (the "Declaration").

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**ARTICLE I
Name**

The name of this corporation shall be:

CARENCIA LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

(herein after referred to as the "Association")

**ARTICLE II
Principal Office and Mailing Address**

The address of the principal office and the mailing address shall be:

1318 West Swann Avenue
Tampa, Florida 33606

**ARTICLE III
Purposes**

(a) The purpose for which the Association is organized and operated shall be to:

(1) provide for the acquisition, construction, management, maintenance, preservation, care and architectural control of the Lots and Common Areas (as defined in the Declaration) within that certain subdivision known or to be known as Carencia Lake Estates on those certain lands situated, lying, and being in Hillsborough County, Florida and any additions thereto as may hereafter be brought within the jurisdiction of the Association (the "Property"); and

(2) exercise all of the powers and privileges and to perform all the duties and obligations of the Association set forth in the Declaration.

(b) No part of the net earnings of the Association shall inure (other than by the acquisition, construction, management, maintenance, preservation, care and architectural control of the properties, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any Lot Owner, director or officer of the Association, or any private individual.

(c) Notwithstanding any other provision of these Articles of Incorporation, the Association shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 528 of the Internal Revenue Code of 1986, as amended, or any statute of similar import (the "Code") or the regulations issued thereunder.

(d) The Association shall exist in perpetuity, unless otherwise dissolved. Upon the dissolution of the Association or winding up of its affairs, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to devoted to such similar purposes. Without limiting the provisions of this subsection (d), with regard to any property of the Association comprising the stormwater water management system (the "Stormwater Management System"), upon dissolution of the Association the Stormwater Management System will be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), of the Environmental Resource Permit Applicant's Handbook Volume I, published by the Florida Department of Environmental Protection (the "Handbook"), who has the powers listed in section 12.3.3(b)1. through 8., the covenants and restrictions required in section 12.3.3(c)1. through 9., and the ability to accept responsibility for the operation and routine custodial maintenance of the Stormwater Management System described in section 12.3.3(d)1. or 2. prior to its dissolution.

(e) The environmental resource permit and its conditions issued with respect to the Property (the "Permit") will be attached to the Association's rules and regulations as an exhibit. The Registered Agent for the Association will maintain copies of all further permitting actions for the benefit of the Association.

(f) The Association shall operate, maintain, and manage the stormwater management system(s) in a manner consistent with the requirements of the Permit and applicable rules of the Florida Department of Environmental Protection and the Southwest Florida Water Management District (collectively the "Agency"), and shall assist in the enforcement of the restrictions and covenants contained herein. The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, wires, pipes, pumps, and berms across the rear of certain Lots and access easements to the Stormwater Management System as shown on the plat. It is expressly acknowledged that the Stormwater Management System is one integrated system and shall be deemed a Common Area and is owned and controlled by the Association to the extent necessary.

ARTICLE IV
Powers

(a) The Association shall have and exercise all powers necessary or convenient to effect any and all of the purposes for which the Association is organized, including without limitation the power to:

(1) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;

(2) establish rules and regulations for any property that the Association manages;

(3) fix, levy, collect and enforce payment, by any lawful means, all charges or assessments against Members pursuant to the terms of the Declaration;

(4) enforce in its own name the provisions of these Articles of Incorporation, the bylaws of the Association that may now or hereafter be adopted, and the Declaration;

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

(6) 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;

(7) borrow money and, with the assent of two-thirds (2/3) of the total votes entitled to be voted by both Class A and Class B Members, mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

(8) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided that no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of both Class A and Class B Members, agreeing to such dedication, sale or transfer;

(9) operate and manage the Common Areas in accordance with purpose and intent contained in the Declaration;

(10) maintain, repair, replace and operate the Common Areas as more fully described in the Declaration;

(11) participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes or annex additional residential property and Common

Areas; provided that any such merger, consolidation or annexation must be approved by the vote of two-thirds (2/3) of total votes entitled to be voted by both Class A and Class B Members of the Association present and entitled to vote at any regular or special meeting convened for such purposes;

(12) commence and prosecute any judicial, quasi-judicial or administrative proceeding with the consent of three-quarters (3/4) of the total votes entitled to be voted by both Class A and Class B Members of the Association; provided that no consent of the Members shall be necessary for (a) actions brought by the Association to enforce the provisions of the Declaration (including the foreclosure of liens provided for in the Declaration), (b) the imposition and collection of assessments, fines and penalties as provided in the Declaration, (c) proceedings involving challenges to *ad valorem* taxation, or (d) counterclaims brought by the Association in proceedings instituted against it;

(13) have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporations Act, and any amendments thereto, by law may now or hereafter have or exercise which are not in conflict with the terms of these Articles of Incorporation and the Declaration;

(14) levy and collect adequate assessments against members of the Association for the costs of maintenance and repair of the stormwater management systems and mitigation or preservation areas, including but not limited to, work within retention areas, drainage structures, and drainage easements;

(15) operate, maintain, and manage conservation areas and the surface water and stormwater management system, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas and included related appurtenances, in a manner consistent with the Southwest Florida Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restriction and covenants contained therein;

(16) contract for services for the operation and maintenance of the Surface Water Management System Facilities, as defined in the Declaration;

(17) sue and be sued;

(18) contract for services to provide for the operation and maintenance of the surface water management system facilities, if the Association contemplates employing a maintenance company; and

(19) take any other action necessary for the purposes for which the Association is organized.

The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of special powers shall not be held to limit or

restrict in any manner the powers of the Association

ARTICLE V
Members

Any person or entity who is the Owner of record of any Lot and entitled to the beneficial enjoyment thereof shall be a Member of the Association. Ownership of a Lot shall be sole qualification for membership and membership shall not run to persons who hold an interest in a Lot merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

ARTICLE VI
Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Class B. The sole Class B Member shall be Carencia, LLC, a Florida limited liability company (the "Declarant"), who shall be entitled to five (5) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (2) Declarant delivers written notice to the Association that Declarant irrevocably terminates and cancels its Class B Membership, or
- (2) three (3) months after ninety percent (90%) of the Lots within the Property have been conveyed to members (not including builders, contractors or others who purchase a Lot for the purpose of constructing a residence for resale); or
- (3) The date exactly twenty-five (25) years after the recording of the Declaration.

Upon termination of the Class B voting membership, all provisions of these Articles of Incorporation, the Declaration and the bylaws of the Association referring to Class B voting membership shall be obsolete and without further force or effect.

ARTICLE VII
Term of Existence

Existence of the Association commenced on January 13, 2017, with the filing of the original Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. In the event of 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 Agency prior to such termination, dissolution or liquidation.

ARTICLE VIII
Registered Agent and Registered Office

The initial registered agent of the Association shall be DAVID G. SEIDENBERG, and the initial registered office of the Association shall be 1318 West Swann Avenue, Tampa, Florida 33606. The Association shall have the right to change such registered agent and registered office as provided by law.

ARTICLE IX
Incorporator

The name and street address of the incorporator to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
David G. Seidenberg	1318 West Swann Avenue Tampa, Florida 33606

ARTICLE X
Officers

The affairs of the Association are to be administered under the direction of the Board of Directors by a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Board of Directors may, from time to time, deem necessary. Such officers shall be elected annually at the annual meeting of the members of the Association as provided in the Bylaws. The names and post office addresses of the persons who are to serve as the initial officers until their succession at the first annual meeting of the members are as follows:

<u>Office</u>	<u>Officer and Post Office Address</u>
President	David G. Seidenberg 1318 West Swann Avenue Tampa, Florida 33606

Vice President	J. Michael Morris 1318 West Swann Avenue Tampa, Florida 33606
Secretary/Treasurer	Ernest L. Angelilli, III 1318 West Swann Avenue Tampa, Florida 33606

ARTICLE XI **Directors**

The Board of Directors of the Association shall consist of not less than one (1) nor more than fifteen (15) directors, the exact number of directors to be fixed from time to time by the Members of the Association or the Bylaws. The business and affairs of the Association shall be administered by the Board of Directors, which may exercise all such powers of the Association, unless the Bylaws provide otherwise. A quorum for the transaction of business at meetings of the directors shall be a majority of the number of directors determined from time to time to comprise the Board of Directors, and the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the directors. Subject to the Bylaws of the Association, meetings of the directors may be held in or out of the State of Florida. Directors need not be Members of the Association. The manner in which the directors are to be elected or appointed shall be provided in the Bylaws of the Association.

The initial Board of Directors shall consist of three (3) directors, such directors are to hold office until their successors have been fully elected and qualify. The name and street address of each initial director is:

<u>Name</u>	<u>Address</u>
J. MICHAEL MORRIS	1318 West Swann Avenue Tampa, Florida 33606
DAVID G. SEIDENBERG	1318 West Swann Avenue Tampa, Florida 33606
ERNEST L. ANGELILLI, III	1318 West Swann Avenue Tampa, Florida 33606

ARTICLE XII **Indemnification**

Every Director and every Officer of the Association shall be indemnified by the Association to the fullest extent authorized or permitted under Florida law against all expenses and liabilities, including attorney's fees reasonably incurred or imposed on such Director or Officer in connection with any proceeding or settlement of any proceeding to which they may be a party or in which they

may become involved by reason of their being or having been a Director or Officer at the time such expenses are incurred.

ARTICLE XIII

Bylaws

(a) The power to adopt the bylaws of the Association, to alter, amend or repeal the bylaws, or to adopt new bylaws, shall be vested in the Board of Directors of the Association; provided, however, that any bylaws or amendments thereto as adopted by the Board of Directors may be altered, amended or repealed by vote of the Members of the Association entitled to vote thereon, or a new bylaw in lieu thereof may be adopted by Members of the Association, and the Members of the Association may prescribe in any bylaw made by them that such bylaw shall not be altered, amended or repealed by the Board of Directors; provided further that at no time shall the bylaws conflict with these Articles of Incorporation or the Declaration.

(b) The bylaws of the Association shall be for the government of the Association and may contain any provisions or requirements for the management or conduct of the affairs and business of the Association, provided the same are not inconsistent with the provisions of these Articles of Incorporation or the Declaration, or contrary to the laws of this state or of the United States.

ARTICLE XIV

Amendment of Articles of Incorporation

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute; provided, however, that no such amendment shall conflict with the terms of the Declaration; provided further that any such amendment, alteration, change or repeal must be adopted by the vote of two-thirds (2/3) of the total votes entitled to be voted by both Class A and Class B Members. Moreover, any amendment, alteration, change or repeal of Section (a)12 of Article IV must be adopted by the vote of three-fourths (3/4) of the total votes entitled to be voted by both Class A and Class B Members of the Association. Further, any amendment proposed to these documents which would affect the stormwater management system (including environmental conservation areas and water management portions of the common areas) will be submitted to the Agency for a determination of whether the amendment necessitates a modification of the permit. Any amendment affecting the stormwater management system will not be finalized until any necessary permit modification is approved by the Agency or the Association is advised that a modification is necessary. All rights conferred upon the Members herein are subject to this reservation.

ARTICLE XV

Declaration

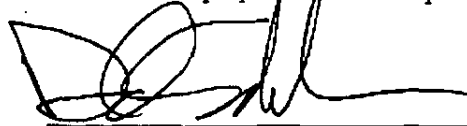
The provisions of the Declaration are amplified by these Articles of Incorporation and the bylaws of the Association; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners of Lots as set forth in the Declaration. The provisions of the Declaration, on the one hand, and of these Articles of Incorporation and the bylaws of the

Association, on the other hand, are intended to be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflicts necessarily result, however, the provisions of the Declaration shall take precedence over and supersede the provisions of these Articles of Incorporation and the bylaws of the Association. All capitalized terms used in these Articles of Incorporation are intended to have the same meaning, connotation and denotation as the same terms used in the Declaration.

The foregoing amendment and restatement of the Association's Articles of Incorporation has been approved on the date hereof by the unanimous consent of the Directors in accordance with Section 617.1007, *Florida Statutes*.

These Amended and Restated Articles of Incorporation shall become effective at the time of their filing with the Florida Department of State.

IN WITNESS WHEREOF, I, the undersigned, as the President of the Association have executed these Amended and Restated Articles for the uses and purposes therein expressed this 23rd day of JANUARY 2017.

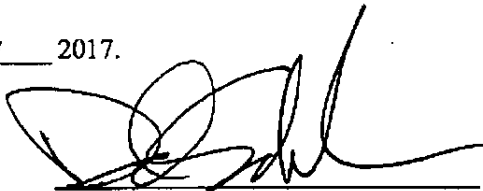


David G. Seidenberg, President
1318 West Swann Avenue
Tampa, Florida 33606

**CARENIA LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
ACCEPTANCE OF SERVICE OF REGISTERED AGENT**

DAVID G. SEIDENBERG, 1318 West Swann Avenue, Tampa, Florida 33606, having been named registered agent to accept service of process for the above-named corporation, at the registered office designated in the Articles of Incorporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 617.0503, Florida Statutes.

DATED this 23rd day of JANUARY 2017.



David G. Seidenberg
1318 West Swann Avenue
Tampa, FL 33606