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FLORIDA PROFIT/NON PROFIT CORPORATION

Hunter's Hill Homeowners Association, Inc.

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**ARTICLES OF INCORPORATION
FOR
HUNTER'S HILL HOMEOWNERS ASSOCIATION, INC.
(a Florida not-for-profit corporation)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. **Name of Corporation:** The name of the corporation is **HUNTER'S HILL HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").
2. **Principal Office:** The principal office of the Association is 401 E. Jackson Street, Suite 3100, Tampa, FL 33602.
3. **Registered Office – Registered Agent:** The street address of the Registered Office of the Association is 401 E. Jackson Street, Suite 3100, Tampa, FL 33602. The name of the Registered Agent of the Association is:

JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP
ATTN: LUKE MARKHAM

4. **Definitions.** The COVENANTS AND DEED RESTRICTIONS FOR HUNTER'S HILL PLATTED SUBDIVISION (the "**Declaration**") was recorded on June 16, 1999, in Book 09685, Page 0316, in the Public Records of Hillsborough County, Florida, and shall govern all of the operations of a community known as HUNTER'S HILL. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. **Purpose of the Association.** The Association is formed to: (a) provide for ownership, operation, and maintenance of the Common Properties, and improvements thereon, including the common surface water management system; (b) perform the duties delegated to it in the Declaration, By-Laws and these Articles; and (c) administer the interests of the Association, Developer and the Lot Owners.
6. **Not for Profit.** Association is a Florida not-for-profit corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. **Powers of Association.** Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided;

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7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and HUNTER'S HILL;

7.3 To operate and maintain The System. To the extent the Association is obligated to operate and maintain The System pursuant to the permit issued by Southwest Florida Water Management District ("**SWFWMD**") (the "**Permit**"), the Association shall operate, maintain and manage The System in a manner consistent with the Permit requirements and applicable SWFWMD rules, and shall have the right to take enforcement action pursuant to the provisions of the Declaration that relate to The System. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of The System;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws;

7.5 To pay all operating expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Properties) in connection with the functions of Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the turnover of the Association to the Lot Owners ("**Turnover Date**"), upon the approval of (a) a majority of the Board of Directors; and (b) written consent of the Developer, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board of Directors; and (b) fifty-one percent (51%) of the voting interests present (in person or by proxy) at a duly called meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of HUNTER'S HILL to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, HUNTER'S HILL, the Common Properties, and Lots as provided in the Declaration and to effectuate all of the purposes for which Association is organized;

7.10 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

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7.11 To employ personnel and retain independent contractors to contract for management of Association, HUNTER'S HILL, and the Common Properties as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association;

7.12 To contract for services to be provided to, or for the benefit of, the Association, Lot Owners, the Common Properties, and HUNTER'S HILL as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services; and

7.13 To establish committees and delegate certain of its functions to those committees.

8. **Voting Rights.** Lot Owners and Developer shall have the voting rights set forth in the By-Laws.

9. **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Members of the Board of Directors shall be appointed and/or elected as stated in the By-laws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Jeffrey J. Sizemore	401 E. Jackson Street, Suite 3100 Tampa, FL 33602
John A. Sizemore	401 E. Jackson Street, Suite 3100 Tampa, FL 33602
Jack P. Sizemore, Jr.	401 E. Jackson Street, Suite 3100 Tampa, FL 33602

10. **Dissolution.** In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Properties, in the place and stead of 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 the event of termination, dissolution of final liquidation of the Association, the Association's responsibility (if any) for the operation and maintenance of The System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the SWFWMD prior to such termination, dissolution or liquidation.

11. **Duration.** Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

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12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records. Notwithstanding any other provision of these Articles to the contrary, prior to Turnover Date, the Developer's prior written consent to any proposed amendment shall be obtained prior to effectuating any such amendment.

12.3 Amendments. These Articles may be amended with the approval of (i) a majority of the Board of Directors; and (ii) fifty-one percent (51%) of the voting interests present (in person or by proxy) at a duly called meeting of the members.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Prior to the Turnover, the Developer shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Lot Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board of Directors shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board of Directors may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Lot Owners, or any other party shall be required or necessary to any such amendments by the Board of Directors. Any such amendments by the Board of Directors shall require the approval of a majority of the Board of Directors.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer, as applicable.

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13.3 By-Laws. These Articles shall not be amended in a manner than conflicts with the By-Laws.

14. Officers. The Board of Directors shall elect a President, Vice President, Secretary/Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board of Directors are as follows:

President:	Jeffrey J. Sizemore
Vice President:	John A. Sizemore
Secretary/Treasurer:	Jack P. Sizemore, Jr.


15. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board of Directors thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorized the contract or transaction.

[Signature on Following Page]

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 24th day of October, 2022.



JEFFREY J. SIZEMORE

Incorporator

401 E. Jackson Street, Suite 3100
Tampa, FL 33602

I hereby state that I am familiar with and accept the responsibilities of registered agent of Hunter's Hill Homeowners Association, Inc.

JOHNSON, POPE, BOKOR, RUPPEL &
BURNS, LLP


Luke Markham, Partner

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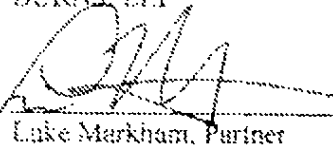
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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this _____ day of October, 2022.

JEFFREY J. SIZEMORE
Incorporator
401 E. Jackson Street, Suite 3100
Tampa, FL 33602

I hereby state that I am familiar with and accept the responsibilities of registered agent of Hunter's Hill Homeowners Association, Inc.

JOHNSON, POPE, BOKOR, RUPPEL &
BURNS, LLP



Luke Markham, Partner

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