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Florida Department of State

Division of Corporations

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
CYPRESS COVE SUBDIVISION HOMEOWNERS ASSOCIATION,
INC**

Certificate of Status	0
Certified Copy	0
Page Count	14
Estimated Charge	\$35.00

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Prepared by:
Stephen R. Moorhead
Moorhead Law Group, PLLC
127 Palafox Place, Suite 200
Pensacola, FL 32502

CERTIFICATE OF AMENDMENT AND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
CYPRESS COVE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

CYPRESS COVE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**"), by and through its undersigned officer and joined by Cypress Cove Development, LLC, a Florida limited liability company ("**Declarant**"), certifies that:

RECITALS:

WHEREAS, Declarant intends to create a subdivision to be known as Cypress Cove located in Escambia County, Florida, by recording a subdivision plat in the public records of said county;

WHEREAS, Declarant created the Association by those certain Electronic Articles of Incorporation for Cypress Cove Subdivision Homeowners Association, Inc., filed with the Florida Department of State Division of Corporations on August 22, 2024 ("**Original Articles**");

WHEREAS, certain Articles of Incorporation for Cypress Cove Homeowners Association, Inc., were inadvertently recorded on August 6, 2024, in Official Records Book 9185, at Page 779, of the public records of Escambia County, Florida ("**Incorrect Articles**"). The Incorrect Articles were never filed with the Florida Department of State Division of Corporations;

WHEREAS, on September 20, 2024, acting pursuant to the authority conferred in Section 617.0701, Florida Statutes, the Association's Board of Directors, unanimously consented to restate the Original Articles pursuant to Section 617.1007, Florida Statutes, by declaring the Incorrect Articles a nullity and approving the following Amended and Restated Articles of Incorporation of Cypress Cove Subdivision Homeowners Association, Inc. ("**Amended and Restated Articles**"); and

WHEREAS, the sole member of the Association, Cypress Cove Development, LLC, a Florida limited liability company, has approved and joined the Amended and Restated Articles.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Articles are hereby amended by the Amended and Restated Articles.

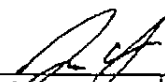
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IN WITNESS WHEREOF, the Board of Directors hereby certifies the following Amended and Restated Articles were duly adopted and that the Board of Directors has caused this Certificate of Amendment and Amended and Restated Articles to be executed by the President of the Association this 20 day of Sept, 2024.

WITNESSES:


Print Name: Joe T. H.

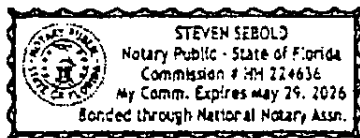
CYPRESS COVE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation



Print Name: Nicholas Teta


By: Austin Tenpenny
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20 day of Sept, 2024, by Austin Tenpenny, as President of Cypress Cove Subdivision Homeowners Association, Inc., a Florida not-for-profit corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.




NOTARY PUBLIC
Print Name: Steven Sebold

[SEAL]

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JOINDER

CYPRESS COVE DEVELOPMENT, LLC, a Florida limited liability company ("Cypress Cove") does hereby join the Certificate of Amendment and Amended and Restated Articles of Incorporation of Cypress Cove Subdivision Homeowners Association, Inc. (the "Certificate of Amendment"), to which this Joinder is attached. Cypress Cove agrees this Joinder is for the purpose of evidencing Cypress Cove's approval of the Certificate of Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20 day of Sept, 2024.

Witnesses:

CYPRESS COVE DEVELOPMENT,
LLC, a Florida limited liability company

[Signature]
Print Name: Ian Westlake
Address: 401 E Main St STE 100
Pensacola FL 32502

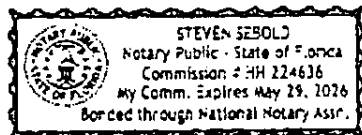
[Signature]
By: Austin Tenpenny
Its: President

[Signature]
Print Name: Nicholas Toth
Address: 6372 Grove Park Dr
Pensacola, FL 32504

STATE OF Florida
COUNTY OF Escambia

NOTARY PUBLIC
STATE OF FLORIDA
2024 SEP 20 AM 10:38

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 20 day of Sept, 2024, by Austin Tenpenny, as Manager of Cypress Cove Development, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____, as identification.



[Signature]
NOTARY PUBLIC
Print Name: Steven Szold

[SEAL]

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
CYPRESS COVE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

**NOTICE REGARDING ARTICLES OF INCORPORATION FOR CYPRESS COVE
SUBDIVISION HOMEOWNERS ASSOCIATION, INC.:**

These Amended and Restated Articles of Incorporation for Cypress Cove Subdivision Homeowners Association, Inc. ("Amended Articles"), are in lieu of the Articles of Incorporation for Cypress Cove Homeowners Association, Inc., recorded in Official Records Book 9185, at Page 779, of the public records of Escambia County, Florida ("Incorrect Articles"). The Incorrect Articles were never filed with the Florida Department of State Division of Corporations. Accordingly, the Incorrect Articles are a nullity and shall be disregarded.

Prepared by:
Stephen R. Moorhead, Esq.
Moorhead Law Group, PLLC
127 Palafox Place, Suite 200
Pensacola, FL 32502
File no.: RE-24-1347

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
CYPRESS COVE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

The Board of Directors of Cypress Cove Subdivision Homeowners Association, Inc. a Florida not-for-profit corporation (the "Board of Directors") hereby adopt the following Amended and Restated Articles of Incorporation of Cypress Cove Subdivision Homeowners Association, Inc. ("Articles"), executed by the President of the Association. These Articles supersede all prior Articles of Incorporation and any amendments thereto.

**ARTICLE I
NAME**

The name of the nonprofit corporation shall be **CYPRESS COVE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

**ARTICLE II
DEFINITIONS**

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Cypress Cove (the "Declaration") recorded, or to be recorded, among the Public Records of Escambia County, Florida by Cypress Cove Development, LLC, a Florida limited liability company (the "Declarant") and shall have the same meaning or definition ascribed thereto in the Declaration.

**ARTICLE III
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The principal place of business and mailing address of the corporation shall be 401 E Chase St, Suite 100, Pensacola, Florida 32502.

**ARTICLE IV
PURPOSE(S)**

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720, as amended from time to time (the "Act") of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

1. To promote the welfare of the Owners of property within the Subdivision as described in the Declaration.
2. To own and maintain, repair and replace the Association property and the Common Areas and other items, including landscaping and other improvements in and/or benefitting said

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Association property and Common Areas, for which the obligation to maintain and repair has been delegated and accepted.

3. To institute, maintain, defend, settle, or appeal actions or hearings in its name on behalf of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Community Property, as well as the alteration, improvement, addition or change thereto.
4. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Community Property, as well as the alteration, improvement, addition or change thereto.
5. To operate without profit for the benefit of its Members.
6. To perform those functions granted to or reserved by the Association in the Declaration.

ARTICLE V GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.
2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
3. To delegate power or powers where such is deemed in the interest of the Association.
4. To levy Assessments and other charges on Lots, collect such Assessments and other charges from Lot Owner Members, and to use the proceeds thereof in the exercise of its powers and duties.
5. To pay taxes and other charges, if any, on or against the Association property as may be required by law, excepting Lots not owned by the Association and the Common Area.
6. To have all express powers conferred upon the Association by the Declaration, Bylaws and Chapter 720, Florida Statutes, and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, Florida Statutes, except as limited or prohibited herein.

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7. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.
8. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all owners of any portion of the Subdivision, except as otherwise expressly limited or prohibited in these Articles, the Declaration, the Bylaws or the Act.
9. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.
10. To sue and be sued, and to enforce by legal means the provisions of the Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.
11. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.
12. To contract for services for the operation, maintenance, and management of Common Areas and if applicable, Community Property, and all other property dedicated to or maintained by the Association.
13. To contract for the management of the Association and to delegate to the party or parties with whom such contract has been entered into the powers and duties of the Association, excepting those which require specific approval of the Board of Directors or the membership of the Association.
14. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Membership.

ARTICLE VI MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VII MEMBERS

There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Subdivision. Membership in the Association shall be established by recordation in the records of the Office of the Clerk of Escambia County, Florida

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of a deed of conveyance transferring record title to a platted lot in the Subdivision and the delivery to the Association of an executed copy of said deed. The owner designated by such instrument shall thereby automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

ARTICLE VIII DIRECTORS

The initial members of the Board of Directors and their street addresses are:

Austin Tenpenny	401 E Chase Street, Suite 100 Pensacola, Florida 32502
Kathryn Venettozzi	401 E Chase Street, Suite 100 Pensacola, Florida 32502
Joseph Yohn	401 E Chase Street, Suite 100 Pensacola, Florida 32502
Lauren Holstman	401 E Chase Street, Suite 100 Pensacola, Florida 32502

The directors appointed to the Board of Directors by Declarant or its designated successor or assigns, need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed at any time by the Declarant.

All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised by the Board of Directors or such committees to which authority is given by the Board or pursuant to the Act or the Governing Documents by the Association, subject only to approval by Members when such approval is specifically required.

At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. The total number of directors shall be the same as prior to turnover. The number of directors elected to the Board after the first member election may be increased or decreased for a total of no less than three (3) and no more than five (5) by a 2/3 vote of approval of the Board of Directors at least sixty (60) days prior to the annual meeting at which directors are to be elected. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be

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for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

ARTICLE IX OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	Austin Tenpenny
Vice President:	Kathryn Venettozzi
Treasurer:	Joseph Yohn
Secretary:	Lauren Holstman

ARTICLE X REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Association's registered office is 401 E Chase Street, Suite 100, Pensacola, Florida 32502, and the Registered Agent at that address is Cypress Cove Development, LLC.

ARTICLE XI CORPORATE EXISTENCE

The 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.

ARTICLE XII BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. The Bylaws for the Association will be recorded in the Public Records as originally enacted by Declarant, and as thereafter amended from time to time in accordance with the provisions for amendment set forth therein, consistent with these Articles and with the Act.

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ARTICLE XIII AMENDMENTS TO ARTICLES OF INCORPORATION

Amendment of these Articles required the approval of at least two-thirds (2/3) of the membership votes. Notwithstanding the foregoing: (a) prior to Turnover, the Declarant or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the Bylaws of this Association may not be amended except as provided in the Bylaws.

Any amendment to these Articles that would alter the Stormwater Management System, conservation areas or any water management areas of the Common Areas must have prior approval of the NFWFMD. Any such proposed amendments must be submitted to the NFWFMD for a determination of whether the amendment necessitates a modification to the NFWFMD Permit. If the proposed amendment necessitates a modification to the Permit, the modification to the Permit must be approved by the NFWFMD prior to the amendment to these Articles.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. **Indemnity.** The Association shall indemnify any Officer, Director, Architectural Review Committee member or other committee member 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/she is or was a Director, Officer, or Architectural Review Committee member or other committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, and (ii) such court also 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 failed to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or

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proceeding, has reasonable cause to believe that his/her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Architectural Review Committee members or other committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

Section 2. Defense. To the extent that a Director, Officer, Architectural Review Committee member or other committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 3. Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Architectural Review Committee member or other committee member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article XIV.

Section 4. Miscellaneous. The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Architectural Review Committee member or other committee member and shall inure to the benefit of the heirs and personal representatives of such person.

Section 5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Architectural Review Committee member or other committee member, employee, or agent of the Association, or 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 Association would have the duty to indemnify him against such liability under the provisions of this Article.

ARTICLE XV

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

With the exception of Directors and Officers appointed by the Declaration, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or

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transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction but must abstain from voting on the issue.

ARTICLE XVI DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration. Upon dissolution of the Association, 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 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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. In the event of a 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.

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OFFICE OF THE
CLERK OF THE
HOUSE OF REPRESENTATIVES
TALLAHASSEE, FL

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IN WITNESS WHEREOF, the undersigned, as President of the Association, has executed these Amended and Restated Articles of Incorporation on this 20 day of Sept, 2024.

Witnesses:

CYPRESS COVE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

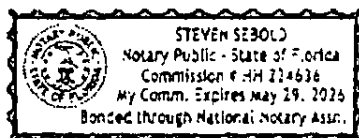
[Signature]
Print Name: Joe Y. Lee
Address: 7015 Main St SE
Pensacola FL 32502

[Signature]
By: Austin Tenpenny
Its: President

[Signature]
Print Name: Nicholas Tota
Address: 6372 Grove Park Dr
Pensacola, FL 32504

STATE OF Florida
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 20 day of Sept, 2024, by Austin Tenpenny, as President of Cypress Cove Subdivision Homeowners Association, Inc., a Florida not-for-profit corporation, who ☒ is personally known to me or ☐ has produced _____, as identification.



[Signature]
NOTARY PUBLIC
Print Name: Steven Sebold

[SEAL]

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JOINDER

CYPRESS COVE DEVELOPMENT, LLC, a Florida limited liability company ("Cypress Cove") does hereby join the Amended and Restated Articles of Incorporation of Cypress Cove Subdivision Homeowners Association, Inc. (the "Amended and Restated Articles"), to which this Joinder is attached. Cypress Cove agrees this Joinder is for the purpose of evidencing Cypress Cove's approval of the Amended and Restated Articles.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20 day of Sept, 2024.

Witnesses:

CYPRESS COVE DEVELOPMENT,
LLC, a Florida limited liability company

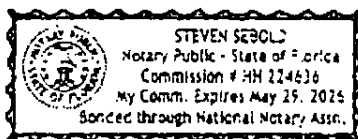
[Signature]
Print Name: Joe John
Address: 701 E Main St Ste 100
Pensacola FL 32502

[Signature]
By: Austin Tenpenny
Its: President

[Signature]
Print Name: Nicholas Teth
Address: 6372 Grove Park Dr
Pensacola, FL 32504

STATE OF Florida
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 20 day of Sept, 2024, by Austin Tenpenny, as Manager of Cypress Cove Development, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____, as identification.



[Signature]
NOTARY PUBLIC
Print Name: Steven Sebola

[SEAL]

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