

CCRS
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

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ACCT. #FCA-14

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CONTACT: CINDY HICKS

DATE: 8.27.99

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*****78.75 *****78.75

REF. #: 0262.8078

CORP. NAME: Virginia Lee Estates Homeowner's Association, Inc

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|---|---|--|
| <input checked="" type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: _____ | | |

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99 AUG 27 AM 8:28
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TALLAHASSEE, FLORIDA

STATE FEES PREPAID WITH CHECK# 5752 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ _____

RECEIVED
99 AUG 27 AM 9:57
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

PLEASE RETURN:

- ☒ CERTIFIED COPY ☐ CERTIFICATE OF GOOD STANDING ☐ PLAIN STAMPED COPY

Examiner's Initials _____

Cindy Hicks GAVE
AUTHORIZATION BY PHONE TO
CORRECT number of directors
DATE 8-27-99
DOC. EXAM ajc

ajc 8/27

**ARTICLES OF INCORPORATION
VIRGINIA LEE ESTATES HOMEOWNER'S ASSOCIATION, INC.**

The undersigned incorporators, residents of the State of Florida and of full age, hereby make, subscribe, acknowledge and file with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not-for-profit under the laws of the State of Florida and the provisions of Chapter 617, Florida Statutes. For purposes of these Articles, all capitalized terms which are not otherwise defined will have the meanings ascribed to them by the Protective Covenants and Deed Restrictions for Virginia Lee Estates Subdivision (the "Declaration").

ARTICLE I

Name

The name of this corporation is Virginia Lee Estates Homeowner's Association, Inc., a Florida corporation not-for-profit, (hereinafter called "Association" in these Articles).

ARTICLE II

Office and Registered Agent

This Association's principal and registered office is L. M. Hawes Family Partnership, 4624 San Jose St., Tampa, FL 33629 and its registered agent: **IS** Leland M. Hawes, Jr. Both this Association's registered office and registered agents may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

Objects and Purpose

The Association does not contemplate pecuniary gain or profit to its members. The Association has been formed for the objects and purpose of, and shall have exclusive jurisdiction over and sole responsibility for, the ownership, administration, management, operation, regulation, care, maintenance, preservation, protection and architectural control of all Common Property (as defined in the Declaration), specifically the Common Surface Water Management System; the levy, collection and payment of all Assessments, and the promotion, and advancement of the health, safety and general welfare of the members of the Association, all as more particularly provided in the Declaration and in these Articles, the By-Laws and any Rules and Regulations of the Association which may from time to time be adopted, all having to do with those certain residential lots within that certain tract of property (hereinafter called the "Property") in Hillsborough County, Florida and more particularly described as Virginia Lee Estates, according to the map or plat thereof recorded in Plat Book 84, Pages 74-1 through 74-2, Public Records of Hillsborough County, Florida.

ARTICLE IV

Powers

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges and perform all duties of this Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, the terms of said Declaration being incorporated herein as if set forth in full.

(b) Property. In any lawful manner, acquire, own, hold improve, manage, operate, maintain, insure, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, including but not limited to, real, personal, mixed, tangible or intangible, in connection with this Association's affairs, and to employ such persons or independent contractors as may be reasonably required to carry out the Association's duties and responsibilities under the Declaration.

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(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or Assessments established by, or pursuant to, the Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be necessary to pay all common expenses of the Association or otherwise conduct the business and affairs of the Association, and to use and expend the proceeds of Assessments in the exercise of its powers and duties hereunder.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, licenses, taxes, or other government charges levied or imposed against this Association's property.

(e) Borrowing. Borrow money and, with the approval of seventy-five percent (75%) of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedications. With the approval of seventy-five percent (75%) of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five percent (75%) of the members determine.

(g) Mergers. Merge the Association with another Homeowner's Association, pursuant to applicable law.

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Property consistent with the rights and duties established by the Declaration and these Articles.

(i) General. Have and exercise all common law 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 which may be necessary to advance, promote, enhance and protect the health, safety and general welfare of the members of the Association and the residents of Virginia Lee Subdivision.

(j) Enforcement. To enforce by legal means the obligations of the members of the Association, the provisions of the Declaration, and the provisions of the conveyance of the Common Property to the Association, if any, with respect to the use and maintenance thereof.

(k) Common Property. The Association shall operate and maintain the Common Property, specifically including the Private Road Parcel and the Common Surface Water Management System as permitted by the Southwest Florida Water Management District, including all ponds, retention areas, water management areas, swales, ditches, culverts, structures and related appurtenances.

ARTICLE V

Membership and Voting Rights

Section 1. Automatic and Mandatory Membership. Every Owner shall automatically and mandatorily be a member of the Association upon becoming an Owner. Membership may not be refused, waived or surrendered, but a member's voting rights may be regulated or suspended as provided in the Declaration, these Articles, the By-Laws and any rules and regulations of the Association from time to time adopted. Membership in the Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in the Lot, piece, parcel or tract of land within the Property owned by such Owner. The membership of an Owner in the Association shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred and assigned to a transferee upon the transfer of the ownership interest required for membership in the Association. The Association shall have the right to record any such automatic transfer upon the books and records of the Association without any further action or consent by the transferring Owner or any transferee Owner. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members but will collectively

constitute one Owner. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on 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; or

(b) when three years elapses from the date that the first Lot is conveyed to an individual purchaser; or

(c) three months have elapsed from the date that ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Declarant.

ARTICLE VI

Board of Directors

Section 1. Board Membership. This Association's affairs, business and property are and will be managed by a Board of Directors, initially composed of two (2) directors, but which will never be fewer than two (2), nor more than five (5). The number of directors from time to time may be changed by amendment to this Association's Bylaws. The initial directors named below shall serve until this Association's first annual meeting. Except for the initial directors designated in Section 2 below, any directors thereafter from time to time appointed or elected by the Declarant, whether as Class A or Class B members, must be members of the Association. All vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining directors, even if such remaining directors constitute less than a quorum. Any director may succeed himself or herself in office. All directors will be elected by secret written ballot. At the first annual meeting, the members shall elect one director for a term of one (1) year and one director for a term of two (2) years, and at each annual meeting thereafter, the members shall elect one director for a term of two (2) years; provided, however, that if at such first annual meeting, or at any subsequent meeting, Owners other than Declarant are entitled to elect at least one (1) director, then the number of directors on the Board will automatically increase to three (3), one of whom will serve for a one (1) year term, one of whom will serve for a two (2) year term and one of whom will serve for a three (3) year term. In such event, at each annual meeting thereafter, the members shall elect one director for a term of three (3) years. Each member may cast as many votes for each vacancy as such member then has, and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted.

Section 2. Initial Board of Directors. The names and addresses of the persons who will serve as directors until their successors have been fully elected and qualify, unless they sooner die, resign, or are removed are:

Virginia H. Knight
4624 San Jose St.
Tampa, FL 33629

Leland M. Hawes, Jr.
5009 Dickens Ave.
Tampa, FL 33629

Richard C. Bennett
4001 Melane Dr.
Tampa, FL. 33610

Section 3. Board Authority. All of the duties and powers of the Association existing under and pursuant to Chapter 617, Florida Statutes, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, subject to approval by the members of the Association when specifically required. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws. The Board of Directors' of the Association shall have the power and

authority to cause the Association to make the annual election with respect to the Association's federal income tax treatment under the Internal Revenue Code, if any such election is necessary or desirable.

ARTICLE VII

Indemnification and Release of Officers and Directors

Section 1. Indemnification. Every officer and every director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or a director of the Association, or in connection with or on account of any settlement thereof, whether or not he is an officer or a director of the Association at the time that such expenses and liabilities are incurred, except in such cases wherein any such officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that any claim for reimbursement or indemnification hereunder may be settled with the approval of the Board of Directors in the best interest of the Association.

Section 2. Right of Indemnification Cumulative, Not Exclusive. The right of indemnification provided by this Article shall be in addition to and not exclusive of and shall not be deemed to limit, in any way, the powers of the Association to indemnify any officer or director and the right of any officer or director to be indemnified by the Association by or under the common law or statutory laws of the State of Florida, the Declaration, the By-Laws or otherwise.

Section 3. Release of Officers and Directors. The resignation or expiration of the term of office of, or the removal or replacement of, a director who has been elected or designated by the Declarant, including those directors initially designated in these Articles, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the Association who has been appointed by the initial Board of Directors, including those officers initially designated in these Articles, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or any of its members, other than Declarant, had, now have, or which any heir, personal representative, successor or assign of the Association or its members, other than Declarant hereafter can, shall or may have against any such director or officer of the Association for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office.

ARTICLE VIII

By-Laws

The initial By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws. No amendment to the By-Laws shall change the rights and privileges of the Declarant under these Articles, the By-Laws or the Declaration without Declarant's approval, in its sole and absolute discretion. In the event of any conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE IX

Incorporator

The name and residence of the incorporator is:

L.M. Hawes Family Partnership
4624 San Jose Street
Tampa, FL 33629

ARTICLE X

Dissolution

Section 1. This 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 each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets will be distributed to any other corporation not-for-profit which is created and established for purposes similar to this Association or dedicated to a municipality, county or other appropriate public agency to be used for purposes similar to these for which this Association was created. If dedication is refused, any member of the Association or any other interested party shall be entitled to petition the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity for purposes similar to that of this Association. Any Common Property so distributed upon dissolution of the Association, as aforesaid, shall continue to be subject to and encumbered by the terms and provisions of the Declaration and such other restrictions and limitations as may have been imposed upon such Common Property in the instrument by which title thereto was originally conveyed by the Declarant to the Association. In no event, however, may any assets inure to the benefit of any member or other private individual.

ARTICLE XI

Duration

This Association exists in perpetuity so long as the Property is used in whole or in part as a residential community.

ARTICLE XII

Amendments

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of seventy-five percent (75%) of each class of members, except as to those provisions for Amendment to the Bylaws which are provided in the Declaration or any Supplemental Declaration, in which case those provisions shall control such Amendments.

ARTICLE XIII

Non-Profit Status

No part of the net earnings of the Association shall inure to the benefit of any of its members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association are not to be taken into account in any manner.

ARTICLE XIV

Interpretation

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provision to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XV
FHAVA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Property and dissolution or amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming the Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 25th day of August, 1999.

Leland M. Hawes Jr.
Incorporator

Virginia H. Knight
Incorporator

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The forgoing instrument was acknowledged before me this day of AUG 25, 1999 by Virginia H. Knight and Leland M. Hawes, Jr., authorized general partners of L.M. Hawes Family Partnership, a Florida general partnership, on behalf of said general partnership. They are personally known to me.

Cristina B. Bennett
Notary Public
My Commission Expires: _____



CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is Virginia Lee Estates Homeowner's Association, Inc.
2. The name and address of the registered agents and office are:

Leland M. Hawes, Jr.
5009 Dickens Ave.
Tampa, FL 33629

SIGNATURE: Leland M. Hawes Jr
TITLE: Incorporator
DATE: August 25, 1999

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Having been named as registered agent and to accept service of process for the above stated Corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to at in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

SIGNATURE: Leland M. Hawes Jr
DATE: August 25, 1999

VIRGINIA LEE ESTATES SUBDIVISION