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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
BVHOA, INC.
(A Florida Corporation Not for Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

All definitions in the Declaration of Protective Covenants Regarding BVHOA, INC. which shall be recorded in the Public Records of Hillsborough County, Florida, as may be amended from time to time (hereinafter referred to as the "Maintenance Declaration"), are incorporated by reference herein for all intents and purposes.

**ARTICLE II
NAME**

The name of this corporation shall be BVHOA, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Association.

**ARTICLE III
PURPOSE**

The purposes for which the Association is organized are (i) to be and constitute the Association to which reference is made in the Maintenance Declaration; (ii) to perform all obligations, responsibilities and duties of the Association in accordance with the terms, provisions and conditions contained in the Maintenance Declaration and other Bloomingdale Village Documents; (iii) to carry out the covenants and enforce the provisions relative to the Association as set forth in the Maintenance Declaration and other Bloomingdale Village Documents; (iv) to operate, lease, trade, sell and otherwise deal with the personal and real property of the Association; and (v) to provide an entity for the furtherance of interests of Owners in Bloomingdale Village. The Association is not intended to be, nor shall it be deemed to be, a condominium association within the meaning of Chapter 718, Florida Statutes.

**ARTICLE IV
POWERS**

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Maintenance Declaration including, but not limited to, the power to do the following:

EXHIBIT "B"

OR BK 09639 PG 1062

1. Own and convey property;
2. Operate and maintain the common property, specifically the surface water management system including any mitigation areas as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances;
3. Establish rules and regulations;
4. Assess members and enforce said assessments;
5. Sue and be sued;
6. Contract for services to provide for operation and maintenance;
7. Require all the homeowners, lot owners, property owners or unit owners to be members of the Association;
8. Exist in perpetuity, however, if the corporation is to be dissolved the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, but if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation; and
9. Take any other action necessary for the purposes for which this Association is organized.

B. The Association shall have all of the powers to be granted to the Association in the Maintenance Declaration.

C. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

1. To do any acts required or contemplated by it under the Maintenance Declaration or other Bloomingdale Village Documents;
2. To enforce reasonable rules and regulations governing the Common Areas and the Total Property or any portions thereof;
3. To make, levy and collect Assessments as set forth in the Maintenance Declaration, including, without limitation, for the purpose of obtaining funds for the payment of Operating Expenses and "Benefitted Expenses" (as defined in the Maintenance Declaration) in the manner provided in the Maintenance Declaration, and to use and expend the proceeds of such Assessments in the exercise of its powers and duties hereunder;
4. To administer, manage and operate the Common Areas in accordance with the Maintenance Declaration and to maintain, repair, replace and operate the Common Areas in accordance with the Maintenance Declaration;
5. To enforce by legal means the obligations of the membership of the Association and the provisions of the Maintenance Declaration;

6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Common Areas and to enter into any other agreements consistent with the purposes of the Association;

7. To maintain the property adjacent to the Total Property in accordance with the provisions of the Maintenance Declaration;

8. To assign its rights or delegate its duties to the Subassociation(s)(as defined in the Maintenance Declaration) in accordance with and as contemplated by the Bloomingdale Village Documents; and

9. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Common Areas in a proper and aesthetically pleasing condition.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

A. Membership

Prior to the Turnover Date, the Declarant and Developer shall be deemed to have a membership in the Maintenance Association and shall be entitled to vote as hereinafter provided. After the Turnover Date, the Declarant, Developer, Subassociation(s), and Neighborhood Committee(s) shall be deemed to have a membership in the Maintenance Association and shall be entitled to vote as hereinafter provided.

Membership shall not pass to any person or entity who or which is a record Owner of a fee or undivided fee interest in any Unit or Lot which is subject to the Maintenance Declaration.

B. Voting

The Association shall have one (1) class of membership as follows:

1. **Members.** Prior to the Turnover Date, the Members shall be the Declarant and the Developer. After the Turnover Date, the Members shall be the Declarant, the Developer, Subassociation(s), if any, and Neighborhood Committees. The Voting Member may cast all such votes as it, in its discretion, deems appropriate. Voting Members shall serve one (1) year terms (but may succeed themselves) or until their successors are duly elected and have qualified.

2. **Votes of Members are assigned as follows:**

(a) Prior to the Turnover Date, the Declarant-appointed Voting Member shall be entitled to one (1) equal vote for each Unit or Lot which it owns in fee simple. For this purpose, the number of Units or Lots shall be based on the maximum number of Units or Lots shown to be built on the applicable Site Plan, or upon being platted, as shown on the Plat. The Developer-appointed Voting Member shall be entitled to one (1) equal vote for each Unit or Lot (determined as hereinbefore set forth in this paragraph) on any portion of the Total Property heretofore or hereafter purchased by Developer.

There shall be only one (1) vote per Unit or Lot. There shall be only one (1) vote per Unit or Lot. After the Turnover Date, Declarant and Developer shall only be entitled to one (1) equal vote for each Unit or Lot which they may own in fee simple, as the case may be, and the Subassociation(s) and Neighborhood Committee shall have one (1) equal vote for each Unit or Lot which is located within their respective Neighborhood, less those number of votes for Units or Lots located in the Neighborhood but allocated hereunder to either Declarant or Developer.

C. Meetings of Voting Members

The Bylaws of the Association shall provide for an annual meeting of Voting Members, and may make provisions for regular and special meetings of Voting Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Voting Members shall exist if the Voting Members having the power to cast one-third (1/3) of the votes of the Members shall be present at the meeting.

D. General Matters.

When reference is made herein, or in the Maintenance Declaration, Bylaws, rules and regulations, management contracts, or otherwise, to a majority or specific percentage of the Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the Members eligible to be cast by their respective Voting Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves (or their Units or Lots) or of the individual Voting Members themselves.

E. A quorum of the Members entitled to vote on any matter shall consist of the persons entitled to cast one-third (1/3) of the votes regarding such matter.

ARTICLE VI
TERM

The term for which the Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be transferred only to another not-for-profit corporation or dedicated or conveyed to an appropriate governmental agency agreeing to accept such dedication or conveyance.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles is Gregory L. Williams, with an address of 712 S. Oregon Avenue, Tampa, Florida 34606.

ARTICLE VIII
OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one or more the Vice President(s), the Secretary and the Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President - Gregory L. Williams
Vice Presiden t- David Lisle Smith
Treasurer - Lloyd Jones
Secretary - David Lisle Smith

ARTICLE X
BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("First Board") who are to serve until the Turnover Date. The number of members of the Board subsequent to the First Board shall be determined by the Board from time to time, but shall not be less than five (5) Directors.

The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Gregory L. Williams	712 S. Oregon Avenue Tampa, FL 33606
David Lisle Smith	712 S. Oregon Avenue Tampa, FL 33606
Lloyd Jones	712 S. Oregon Avenue Tampa, FL 33606

B. Declarant and Developer, or their successors and assigns, reserve the right to remove their respective members of the First Board and to appoint replacements in the event a vacancy is created on the First Board, as the case may be.

C. The First Board shall be the Board of the Association until the Turnover Date. Upon the Turnover Date, Declarant and Developer, or their successors and assigns, shall cause all of their respective members of the First Board to resign, whereupon the Members shall elect Directors; provided, however, Directors shall be elected by the Voting Members with one Director elected from each Subassociation or Neighborhood Committee and the remaining Directors, if any, elected at large by all Voting Members. Notwithstanding the resignation of the First Board upon the Turnover Date as provided herein, so long as Declarant or Developer, or their successors and assigns, continue to hold for sale in the ordinary course of business five percent (5%) of the Units and/or Lots within Bloomingdale Village, the Declarant or Developer, or their successors and assigns, who owns in fee simple the greatest number of Units or Lots based on the maximum number of Units or Lots shown to be built on the applicable Site Plan, or upon being platted, as shown on the Plat, shall be entitled (but not required) to appoint one (1) Director. The Board so selected pursuant to this Paragraph C shall serve until the next annual meeting of Members whereupon a new Board shall be elected in the manner provided herein and as set forth in the Bylaws. Vacancies on the Board shall be filled in accordance with the Bylaws.

D. The "Turnover Date" shall be the sooner to occur of the following:

1. Three months after ninety percent (90%) of the Units and Lots permitted and contemplated to be built upon the Total Property described in the Bloomingdale Village Documents, have certificates of occupancy issued therein and have been conveyed to persons other than Declarant holding title solely for the purposes of development and sale; or
2. When Declarant and Developer, or their successors or assigns, elect to turn over control of the Board to the Members.

E. The Board shall control the operation of the Association and shall possess all of the powers of the Association. All decisions of the Board shall be by a majority vote of the Directors present at a meeting of the Board at which a quorum is present and each Director shall be entitled to one (1) vote.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon by him or her in connection with any proceeding, litigation or settlement in which he or she may be a party, or in 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 cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or officer may be entitled by common or statutory law.

ARTICLE XII
BYLAWS

The Bylaws of the Association adopted by the First Board may be thereafter altered, amended or rescinded as set forth therein. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended only as follows:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members through their respective Voting Members, which may either be the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Owner and each Voting Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

(c) At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving: (i) the affirmative vote of the Voting Members entitled to cast two thirds (2/3) of the votes of the Members of the Association; and (ii) the affirmative vote of a majority of the members of the Board.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members of the Association (by their respective Voting Member, as applicable) and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Maintenance Declaration or any amendments or Supplemental Declaration thereto.

C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Maintenance Declaration is recorded, a certified copy of each amendment of the Articles as restated to include such amendment shall be recorded amongst the Public Records of the County.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Declarant or Developer, or their successors or assigns, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by Declarant, or its successors or assigns; or (ii) any Institutional Mortgagee (as defined in the Maintenance Declaration) without the prior written consent of such Institutional Mortgagee, which consent shall not be unreasonably denied.

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 26th day of August, 1996, by Gregory L. Williams, the person described as the Registered Agent in the foregoing Articles of Incorporation, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

Christina M. Ward

Notary Public



CHRISTINA M. WARD
MY COMMISSION # CC324771 EXPIRES
November 21, 1997
BONDED THRU TROY FARM INSURANCE, INC.

Printed, Typed or Stamped Notary Name
State of Florida at Large

My Commission Expires: