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FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 8, 2007

ELLEN HIRSCH DE HAAN, J.D.
BECKER & POLIAKOFF
2401 W. BAY DR., SUITE 414
LARGO, FL 33770-1941

Re: Document Number N00000006885

The Amended and Restated Articles of Incorporation for SAVANNAH LANDINGS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, were filed on March 8, 2007.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Karen Gibson
Document Specialist Supervisor
Division of Corporations

Letter Number: 407A00016672

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 AMMENDED AND RESTATED
 ARTICLES OF INCORPORATION
 OF
 SAVANNAH LANDINGS HOMEOWNERS' ASSOCIATION, INC.
 A Florida Corporation Not For Profit

FILED
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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department 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.

**ARTICLE I
 NAME**

The name of this corporation is Savannah Landings Homeowners' Association, Inc., a Florida corporation not for profit, (hereinafter called the "Association" in these Articles.)

**ARTICLE II
 OFFICE AND REGISTERED AGENT**

This Association's registered office is 910 Lithia-Pinecrest Rd., Brandon, Florida 33511, Hillsborough County, Florida, and its registered agent is Kenneth W. Franklin, Jr. who maintains a business office at 910 Lithia-Pinecrest Rd., Brandon, Florida 33511. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III
 PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of property (hereinafter called the Property) in 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 set forth in the certain Declaration of Covenants,

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Conditions and Restrictions (hereinafter called the Declaration) applicable to the property and recorded or to be recorded in the Public Records of Hillsborough County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full, including the maintenance and operation of the surface water management system;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs. The Association shall operate and maintain the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration, for the purposes expressed therein including the operation and maintenance of the surface water management system; and to use and expend the proceeds of assessments in the exercise of its powers and duties.

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

(e) Borrowing. Borrow money and, with the approval of two-thirds 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 three-fourths 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. With the approval of two-thirds (2/3) of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

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

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(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 reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(j) Enforcement. To enforce by legal means the obligations of the members of the corporation; the provisions of the Declaration, and the provisions of a dedication or conveyance of the Corporate Property to the corporation with respect to the use and maintenance thereof.

ARTICLE V MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot.

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 Declarant (as defined in the Declaration), 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. The vote for such a 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 nine (9) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when one hundred percent (100%) if the lots are sold by the developer.

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ARTICLE VII
BOARD OF DIRECTORS

Section 1. Election of Directors.

Members of the Board of Directors shall be elected by a majority vote of the owners present at the annual meeting of the members of the Association, and entitled to vote. Further, the number of Directors shall now be affixed at five, and all Directors shall serve two terms. However, initially, for the election held in November 2003 for the 2004 slate, two Directors shall be elected for one year positions so that their seats shall expire the following year, and the remaining three Directors shall be elected for two year terms. The purpose of this provision is that henceforth all Directors shall serve two year terms but the effect of this provision shall be that two Directors shall be elected in one year calendar year and three Directors in the ensuing calendar year, so that the third seat shall be staggered.

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

Name: Kenneth W. Franklin, Jr., President/Director
Kenneth Franklin, Sr., Vice President/ Director
Larry Stephens, Treasurer/Director
Becky Beggs, Secretary

Address: 910 Lithia-Pinecrest Road
Brandon, Florida 33511

**ARTICLE VIII
INCORPORATOR**

The name and residence of the incorporator is:

Name: Kenneth W. Franklin, Jr.

Address: 910 Lithia-Pinecrest Road
Brandon, FL 33511

**ARTICLE IX
DISSOLUTION**

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

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consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any similar nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit of any member or other private individual.

ARTICLE X DURATION

This Association exists perpetually.

ARTICLE XI BY-LAWS

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of sixty-six percent (66%) of each class of members, except as to those provisions for Amendment to the By-Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

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 sixty-six percent (66%) of the entire membership, except as to those provisions for Amendment to the By-Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XIII 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 provisions 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.

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ARTICLE XIV
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 Area, dedication of Common Area, dissolution and amendment of these Articles.

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND
NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE
SERVED.**

Savannah Landings Homeowners' Association, Inc., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 910 Lithia-Pinecrest Road, Brandon, Florida 33511, County of Hillsborough, State of Florida, has named Kenneth W. Franklin, Jr., whose business offices is 910 Lithia-Pinecrest Road, Brandon, Florida 33511, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 607.325, relative to the proper and complete performance of my duties.

_____/s/_____
Kenneth W. Franklin, Jr.

Date: 5-15-2000

(Notary Stamp)

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AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SAVANNAH LANDINGS HOMEOWNERS ASSOCIATION, INC. Document No. N00000006885

Pursuant to the provisions of section 617.1007, Florida Statutes, the undersigned Florida nonprofit corporation adopts the attached Amended and Restated Articles of Incorporation.

All amendments to the original Articles of Incorporation have been incorporated into the attached Restated Articles of Incorporation. The amendments were previously adopted by the Members as required and previously filed with the Florida Division of Corporations as required by Florida Statutes Section 617.01201, 617.1002 and 617.1006.

(SEAL)

SAVANNA LANDINGS HOMEOWNERS' ASSOCIATION, INC.

BY: Charles F. Scaffidi
President
Name Printed: Charles F. Scaffidi

DATED JANUARY 15, 2007

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Charles Scaffidi to me known to be the President of Savannah Landings Homeowners' Association, Inc., and he/she acknowledged before me that he/she freely and voluntarily executed the same as such authorized agent, under authority vested in him/her by said corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

15th WITNESS my hand and official seal in the County and State last aforesaid, this day of January, 2007.

Mary Collister
Notary Public
Printed Name: Mary Collister

My commission expires: 4/7/2008

MARY COLLISTER
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD307834
EXPIRES 4/7/2008
REVISED THROUGH 1-888-NOTARY1

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**SAVANNAH LANDINGS
RULES & REGULATIONS**

Rules & Regulations – The Association may adopt reasonable rules and regulations concerning the use and appearance of the property. The Association will provide these rules and regulations to the homeowners. The homeowner is required to abide by these rules and regulations and see that any guest also abides by them. Homeowners who do not abide by the association rules and regulations can be subject to fines, liens and foreclosures.

ANIMALS

- All Pet owners must adhere to Hillsborough County Animal Ordinance #00-26.
- Each Pet owner is responsible to clean up after their pets (Section 14)
- Pet owners must leash all pets (Section 10)
- Your pets must not become a nuisance, loud or vicious.
- Do not feed stray or unleashed animals.
- Report all stray and unleashed animals to Animal Services at 813-744-5660.

CLUBHOUSE

- Only members and their guests may use the clubhouse.
- All social activities no matter what the size must be approved by the activity director.
- Association social events will take precedence when scheduling.
- Members wishing to reserve the clubhouse must complete a "Clubhouse Reservation Agreement".
- A deposit is required.
- All children under 16 years of age must be accompanied by a parent or guardian.
- Members must remove trash & secure the facility after use.
- No smoking is allowed.
- No pets are allowed.
- Notify the Property Management Company of any problems with facility.
- Report any trespassers to the Hillsborough County Sheriff at 813-635-8040.

FITNESS AREA

- The Clubhouse fitness area can be used between the hours of 5:30 AM and 11:00 PM.
- Only members and their guests may use this area.
- When using the fitness area, use the side door entrance. A parent or guardian must accompany all children under 16 years of age.

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- No children under 13 years of age may use the equipment.
- By using the fitness area member and guests are agreeing to the Savannah Landings Rules and Regulations as well as the posted fitness rules.
- Savannah Landings Homeowners Association accepts no liabilities for any injuries.
- Notify malfunctioning equipment to the Property Management Company.

HOLIDAY DECORATIONS

- All holiday lighting should be considered temporary.
- All seasonal decorations and lighting may not be installed prior to thirty (30) days of the holiday and must be removed within thirty (30) days after the particular holiday or celebration.
- No Audio holiday decorations.
- Consideration of neighbors should be exercised when decorating for any occasion.

PARKING

- Overnight parking on the street is prohibited.
- All vehicles must be off the street between midnight and dawn.
- Vehicles are permitted to park at the clubhouse.
- No parking in front of mailboxes.
- Recreational vehicles may be parked at the residence for a maximum of 36 hours, in locations that do not block any access to the community or driveways other than the driveway of the owner to permit loading in preparation for a trip.
- No inoperative commercial signs or writing are prohibited from being parked in the driveway, except for the time of a delivery or service is being made.

PONDS

- All Ponds are declared "NO SWIMMING AREAS"
- Fishing is permitted to residents and guests only. Subject to fishing licenses required per State of Florida law.

POOL & POOL AREA

- Only members and their guests may use the pool and pool area.
- Members are responsible for their guests.
- No more than (6) six guests are permitted per household.
- Restroom requires the clubhouse key therefore you are responsible for relocking the door when leaving pool area.
- When using the restroom use pool area restroom door.
- Bicycles, skateboards, roller skates, scooters are not permitted in the pool area at all.

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- By using the pool & pool-area member and guests are agreeing to the Savannah Landings Rules and Regulations as well as the posted pool & pool area rules.

TRASH CONTAINERS/RECYCLE BINS

- Trash and recycle containers shall be stored and placed so as not to be visible from any street.
- Trash may not be set out prior to dusk the day before collection.
- Items placed out for collection must be secured such that animals cannot get into trash or that any littering is caused.

SIGNS

- Except for security alarm systems, and a real estate sign, all other commercial and advertising signs, including signs of contractors performing work at residence, are prohibited.
- Only one political sign of not more than six (6) square feet is permitted to be placed in a resident's front yard two (2) weeks prior to election date. The sign must be removed within three (3) days after the election.
- The Board of Directors reserves the right to periodically place signs within the common space for the benefit of the community. Such signs include, but are not limited to, informational signs and warning signs.

STRUCTURES

- No stand alone structures of a temporary nature such as trailer, tent, gazebos, barns, sheds, are permitted.
- All permanently installed structures and expansions or recreational equipment including play yards (swing sets, slides, trampolines, etc) must be approved by the Architectural Committee.

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SAVANNAH LANDINGS ENFORCEMENT OF RULES

Savannah Landings Homeowners Association Rules and Regulations, and all rules set forth in the associations governing documents, including the Declaration of Covenants, Conditions and Restrictions, By-Laws, and Articles of Incorporation shall be vigorously enforced by the Association, its members, the Board of Directors, the Managing Agent, and all committees of the Association. Failure to adhere to the association's restrictions set forth in the association's governing documents may result in fines being levied after notice and hearing, as set forth below.

Enforcement shall be as follows:

- The Managing Agent will do a periodic inspection of the community and record violations to be reviewed by the Board of Directors. Additionally, resident complaints must be submitted in writing to the managing agents. The managing agent shall determine if a complaint is a violation. A notice to the homeowner shall notify the homeowner of the alleged violation and the opportunity for a hearing.
- When the opportunity for a hearing has been afforded the homeowner and if the complaint is found to be without merit it shall be dismissed and both parties notified.
- If, after the letter of notification and after response by the homeowner, the complaint is found to have merit or if the homeowner fails to respond or attend the hearing the penalty procedures below shall apply.
- The Board of Directors will accept the hearing committee's judgment without question.
- All correspondence regarding complaints shall be kept on file.

Penalties:

Penalties for violation of any guidelines in the Association's governing document have been authorized by the Board of Directors in accordance with state law. This policy has been adopted and implemented to protect property values and maintain a pleasant living environment and includes a directive to impose fines on homeowners that are in non-compliance of guidelines.

- **First Offense:** Written letter of warning to the homeowner from the property manager giving the nature of the alleged violation.
- **Second Offense:** Second notice of alleged violation and the proposed sanction to be imposed if another violation occurs.
- **Third Offense:** \$100 fine

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▪ **Fourth Offense:** \$200 fine

▪ **Fifth and Subsequent Notice of Violations:** \$300 fine

Prior to the determination of violation and levying of fines, person(s) liable for the payment thereof will be provided an opportunity for a hearing. Person(s) entitled to a hearing shall have the opportunity to be heard by the Association's Hearing Committee at a scheduled date and time. In the event any person(s) entitled to a hearing fails to appear, he or she will be presumed to have acknowledged the violation and will be subject to the penalties.

- Homeowners may be required to remove any exterior improvement (at their own expense) which did not receive Architectural Committee approval.
- A violation by a tenant or guest shall be treated as a violation by the homeowner. The homeowner shall receive the warning cited above which shall outline a complaint for a rules violation committed by a tenant or guest.
- A violation by a homeowner and/or family member, tenant or guests may result in the suspension of the rights to use the recreational facilities in addition to fines being levied.
- Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on a homeowner's unit.