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## FLORIDA PROFIT/NON PROFIT CORPORATION

Cypress Creek Executive Park Association, Inc.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION**  
**OF**  
**CYPRESS CREEK EXECUTIVE PARK ASSOCIATION, INC.**

**A Not for Profit Florida Corporation**

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 the Corporation shall be: CYPRESS CREEK EXECUTIVE PARK ASSOCIATION, INC., a Florida not for profit (hereinafter called the "Association").

**ARTICLE II**  
**OFFICE AND REGISTERED AGENT**

The Association's principal office is 811 Cypress Village Blvd., Ruskin, FL 33573 and its registered agent is Matthew J. Anthony, who maintains a business office at 811 Cypress Village Blvd., Ruskin, FL 33573. Both the 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 residential lots within that certain tract of property (hereinafter called the "Property") in Hillsborough County, Florida more particularly described as Cypress Creek Executive Park.

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**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 that certain Declaration of Covenants, Conditions and Restrictions of Cypress Creek Executive Park (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;
- 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, specifically including the surface water management system facilities as permitted by the Southwest Florida Water Management District including all ponds, lakes, retention and detention areas, water management areas, inlets, swales, ditches, culverts, water control structures, flood plain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas 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; and 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, all licenses, taxes, or other governmental charges levied or imposed against this Association's property; and contract

for services, such as to provide for operation and maintenance of facilities including surface water management system facilities.

c. **Borrowing.** Borrow money and, with the approval of two-thirds (2/3) 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 may 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, or the Property consistent with the rights and duties established by the Declaration and these Articles and governing Members' responsibilities.

i. **General.** Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit or a Homeowner Association 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.

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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 Property to the Association with respect to the use and maintenance thereof; to sue and be sued.

k. Additional Subdivision. Association may manage, operate, regulate, administer, and govern such other subdivision(s) and under such terms, conditions, and limitations as two-thirds (2/3) of the members may approve.

**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 to a Lot.

**ARTICLE VI  
VOTING RIGHTS**

The Association initially 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 or entity owns a Lot as joint tenants or as tenants-in-common, each such person or entity shall be entitled to a pro rata vote equivalent to its share of the subject Lot.

Class B. Class B members shall consist of the Declarant, MJA Land Developments,

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L.L.C.

**ARTICLE VII  
BOARD OF DIRECTORS**

The business of the Corporation shall be managed by a Board of Directors consisting of not fewer than one (1) person, the exact number to be determined from time to time in accordance with the by-laws. The name and address of the first directors of the Corporation, who shall serve until the first annual meeting of members or until their successors are duly elected and qualified, shall be:

<u>Name</u>	<u>Address</u>
Matthew J. Anthony	811 Cypress Village Blvd. Ruskin, FL 33573
Michael J. Anthony	1003 Andover Circle Sun City Center, FL 33573

**ARTICLE VIII  
INCORPORATOR**

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
R. Marshall Rainey, Esq.	One Tampa City Center, Suite 3200 Tampa, Florida 33602

**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 consolidation, all of this Association's assets including the control or right of access to the property containing the surface water management system facilities, 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 nonprofit corporation, association, trust, or other organization to be devoted

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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 as provided in the By-Laws, 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 two thirds (2/3) of the entire membership, voting in person or by proxy.


**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 and the By-Laws. 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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IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation, for the uses and purposes herein stated, this 28<sup>th</sup> day of August, 2007.

  
R. Marshall Rainey, Esq., as Incorporator



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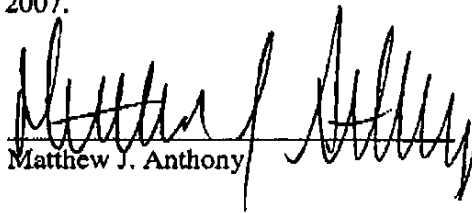
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**ACCEPTANCE OF SERVICE AS REGISTERED AGENT  
FOR  
CYPRESS CREEK EXECUTIVE PARK ASSOCIATION, INC.**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, Matthew J. Anthony, having been named as registered agent to accept service of process for the above-named corporation, at the registered office designated in the Articles of Incorporation of said corporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 607.0505 of the Florida Statutes.

DATED this 27 day of August, 2007.

  
Matthew J. Anthony

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