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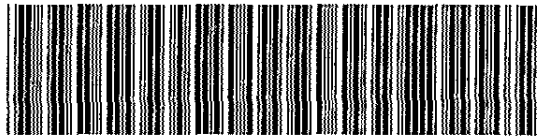
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

10/12/07

37837 Meridian Avenue, Suite 314
Dade City, FL 33525
(P.O. Box 2337, Dade City, FL 33526-2337)
Tax ID# 59-2985033

JAB&W
Johnson, Auvil, Brock & Wilson, P.A.
ATTORNEYS AT LAW

Telephone: 352.567.2500
General Fax: 352.567.6813
Real Estate Fax: 352.567.0457
Toll Free: 888.828.7522
www.dadecitylaw.com

October 9, 2007

VIA U.S. REGULAR MAIL

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Filing of Articles of Incorporation for Eastpointe at Lake Jovita Homeowners' Association, Inc., a Florida Not-For-Profit Corporation

To Whom It May Concern:

Enclosed, please find the original and one (1) copy of the Articles of Incorporation for Eastpointe at Lake Jovita Homeowners' Association, Inc., a Florida Not-For-Profit Corporation, along with this firm's check in the amount of \$70.00 to cover your office's fee to file this document.

Should you have any questions, please feel free to give me a call at the number listed herein.

Very Truly Yours,

JOHNSON, AUVIL, BROCK & WILSON, P.A.



Sheada Madani
(Enclosures as Indicated)

ARTICLES OF INCORPORATION
OF
EASTPOINTE AT LAKE JOVITA
HOMEOWNERS' ASSOCIATION, INC.

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 EASTPOINTE AT LAKE JOVITA HOMEOWNERS' ASSOCIATION, INC., a not for profit Florida corporation (hereinafter called "Association" in these Articles).

ARTICLE II
OFFICE AND REGISTERED AGENT

The Association's registered office and mailing address is 12900 Lake Jovita Boulevard, Dade City, Florida 33525. The Association's registered agent is LEONARD H. JOINSON, ESQUIRE, who maintains a business office at 37837 Meridian Avenue, Suite 100, Dade City, Florida 33525. 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 purpose for which it is formed are to provide for the maintenance, preservation and architectural control of common areas and residential lots within that certain tract of property (hereinafter called the "Properties") in Pasco County, Florida, and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO.

ARTICLE IV
POWERS

Without limitation this Association is empowered to:

(a) Supplemental Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Eastpointe At Lake Jovita (hereinafter called the "Supplemental Declaration") applicable to the Properties and recorded or to be recorded in the Public Records of Pasco County, Florida, and as the same may be amended from time to time as therein provided, said Supplemental 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, 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;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Supplemental Declaration; 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, 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 (2/3) of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interest 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 two-thirds (2/3) of each class of 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 two-thirds (2/3) of each class of members determine;

(g) Mergers. With the approval of two-thirds (2/3) of each class of 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 and Common Area (as those terms are defined in the Supplemental Declaration) consistent with the rights and duties established by the Master Declaration, the Supplemental 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 reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Supplemental 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 this Association and the provisions of the Supplemental Declaration;

(k) Litigation. To sue or be sued;

(l) Surface Water Management. To allow the Master Association to operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and to contract for services for operation and maintenance of the surface water management system facilities. In the event that the Master Association fails to properly and/or adequately operate and maintain the surface water management system facilities, in accordance with this section (l), the Association has the immediate responsibility to undertake such operation and maintenance requirements relative to the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, as well as the ability to contract for services for operation and maintenance of the surface water management system facilities;

(m) Other. Engage in all lawful acts permitted or authorized by law.

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 Supplemental 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 Supplemental Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

ARTICLE VI **VOTING RIGHTS**

The voting rights of members are as set for in the Supplemental Declaration.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a Board of Directors initially comprised of three Directors. The number of Directors from time to time may be changed by amendment to this Association's Bylaws, but at all times it must be either three (3) members or five (5) members. The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is three (3) years. Before any such annual meeting occurring after the Class "B" Control Period (as defined in the Supplemental Declaration) expires, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each member may vote for each vacancy; however, cumulative voting is not permitted. Directors need not be Association members.

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:	Ronnie L. Deese
	Thomas J. Wieland
	Billy E. Brown
Address of all Directors:	12900 Lake Jovita Blvd. Dade City, Florida 33525

ARTICLE VIII
DURATION

This Association exists perpetually.

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 consent 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, together with the control or right of access to any property containing the surface water management system facilities, shall be conveyed or dedicated to an appropriate governmental unit or public utility to be used for purposes similar to those for which this Association was created. If any such conveyance or dedication is refused, such assets, together with the control or right of access to any property containing the surface water management system facilities shall be granted,

conveyed, and assigned to a non-profit corporation or other organization similar to the Association and 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 **BYLAWS**

This Association's Bylaws will initially be adopted by the Board of Directors. Thereafter, the Bylaws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Supplemental Declaration the Members may have authority to approve amendments to the Bylaws; in those circumstances such provisions shall control the alteration, amendment or rescission the Bylaws.

ARTICLE XI **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. In certain circumstances set forth in the Supplemental Declaration the Members may have authority to approve amendments to these Articles by a different percentage than established by law; in those circumstances such provisions shall control the amendment to these Articles.

ARTICLE XII **INTERPRETATION**

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

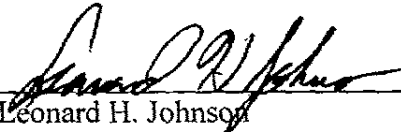
ARTICLE XIII **INCORPORATOR**

The name and residence of the incorporator is:

Name: Leonard H. Johnson, Esquire

Address: 37837 Meridian Avenue, Suite 100
Dade City, Florida 33525.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 9th day of October, 2007.



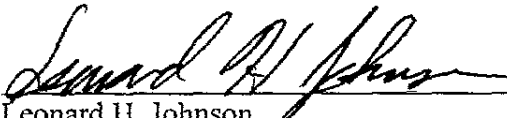
Leonard H. Johnson
Incorporator

**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**

EASTPOINTE AT LAKE JOVITA 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 has named Leonard H. Johnson, Esquire, whose business office is 37837 Meridian Avenue, Suite 100, Dade City, Florida 33525, as its registered agent to accept service of process within Florida.

ACCEPTANCE OF REGISTERED AGENT

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 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.



Leonard H. Johnson
Dated: October 9, 2007

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "A"

A PORTION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA AND A PORTION OF TRACT G-2, LAKE JOVITA GOLF AND COUNTRY CLUB, PHASE ONE, AS RECORDED IN PLAT BOOK 37, PAGES 61 THROUGH 71, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. ALL BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINTE OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA; THENCE S. 89°31'32" W., ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST 1/4 OF SOUTHEAST 1/4, A DISTANCE OF 1328.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE N. 00°28'03" W., ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 21.13 FEET TO A POINTE ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 52; THENCE S. 89°38'04" W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 99.00 FEET FOR A POINTE OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S. 89°38'04" W., A DISTANCE OF 257.38 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G-2, LAKE JOVITA GOLF AND COUNTRY CLUB, PHASE ONE; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT G-2, THE FOLLOWING THREE COURSES; (1) N. 01°49'20" W., A DISTANCE OF 282.64 FEET; (2) N. 35°35'57" W., A DISTANCE OF 247.67 FEET; (3) N. 16°11'58" W., A DISTANCE OF 614.37 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, CONTINUE N. 16°11'58" W., A DISTANCE OF 20.89 FEET; THENCE N. 54°54'08" E., A DISTANCE OF 52.99 FEET; THENCE N. 09°37'12" W., A DISTANCE OF 39.79 FEET; THENCE N. 24°33'49" E., A DISTANCE OF 103.99 FEET; THENCE N. 27°46'04" E., A DISTANCE OF 93.95 FEET; THENCE N. 31°15'23" E., A DISTANCE OF 43.62 FEET; THENCE S. 17°50'30" E., A DISTANCE OF 49.62 FEET; THENCE N. 24°02'35" E., A DISTANCE OF 54.37 FEET; THENCE N. 36°44'30" E., A DISTANCE OF 55.42 FEET; THENCE N. 63°17'57" E., A DISTANCE OF 64.05 FEET; THENCE N. 38°36'27" E., A DISTANCE OF 109.12 FEET; THENCE N. 11°48'25" E., A DISTANCE OF 70.18 FEET; THENCE N. 41°21'31" E., A DISTANCE OF 57.91 FEET; THENCE N. 07°08'06" E., A DISTANCE OF 104.85 FEET; THENCE N. 22°34'34" E., A DISTANCE OF 76.80 FEET; THENCE N. 12°37'45" E., A DISTANCE OF 58.56 FEET; THENCE N. 13°34'15" W., A DISTANCE OF 78.17 FEET; THENCE N. 02°43'59" E., A DISTANCE OF 60.87 FEET; THENCE S. 36°22'24" E., A DISTANCE OF 72.18 FEET; THENCE S. 87°02'47" E., A DISTANCE OF 44.28 FEET; THENCE N. 47°31'03" E., A DISTANCE OF 48.50 FEET; THENCE N. 04°31'55" W., A DISTANCE OF 66.02 FEET; THENCE N. 28°42'21" W., A DISTANCE OF 77.41 FEET; THENCE N. 86°18'43" W., A DISTANCE OF 43.26 FEET; THENCE N. 39°07'58" W., A DISTANCE OF 52.41 FEET; THENCE N. 39°07'56" W., A DISTANCE OF 52.40 FEET; THENCE N. 42°55'40" W., A DISTANCE OF 52.03 FEET; THENCE N. 17°34'35" W., A DISTANCE OF 49.73 FEET; THENCE N. 02°00'34" E., A DISTANCE OF 28.60 FEET; THENCE N. 42°42'56" W., A DISTANCE OF 65.57 FEET; THENCE N. 23°42'59" W., A DISTANCE OF 76.58 FEET; THENCE N. 04°59'58" E., A DISTANCE OF 22.12 FEET; THENCE S. 89°49'45" E., A DISTANCE OF 25.14 FEET; THENCE N. 01°36'38" W., A DISTANCE OF 65.40 FEET; THENCE N. 19°19'50" E., A DISTANCE OF 70.51 FEET; THENCE N. 49°24'10" E., A DISTANCE OF 76.67 FEET; THENCE S. 77°55'17" E., A DISTANCE OF 63.61 FEET; THENCE S. 83°54'37" E., A DISTANCE OF 54.72 FEET; THENCE S. 63°43'15" E., A DISTANCE OF 93.78 FEET; THENCE N. 78°50'10" E., A DISTANCE OF 95.50

FEET; THENCE N. $36^{\circ}08'37''$ E., A DISTANCE OF 38.61 FEET TO A POINTE ON THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE N. $89^{\circ}37'42''$ E., ALONG SAID NORTH BOUNDARY, A DISTANCE OF 5.94 FEET, TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE N. $89^{\circ}37'42''$ E., ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 198.00 FEET; THENCE S. $00^{\circ}34'55''$ W., PARALLEL WITH THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 1102.48 FEET; THENCE S. $33^{\circ}38'59''$ W., A DISTANCE OF 543.41 FEET, TO A POINTE LYING 99.00 FEET WEST OF THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE S. $00^{\circ}28'03''$ W., PARALLEL WITH SAID EAST BOUNDARY, A DISTANCE OF 1080.79 FEET TO THE POINTE OF BEGINNING.

SAID LAND CONTAINING 29.12 ACRES MORE OR LESS.