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5 FEB 18 AMII:

J. ATWOOD TAYLOR, III, CHARTERED, P. L.

COURTHOUSE EXECUTIVE CENTER 2145 14TH AVENUE. SUITE 15 VERO BEACH. FLORIDA 32960 772-567-4770 | 772-539-2932 jatwoodtayloriiichartered@gmail.com

February 13, 2015

FLORIDA DEPARTMENT OF STATE Division of Corporations Corporate Filings P. O. Box 6327 Tallahassee, Florida 32314

RE: Harmony Reserve Property Owners' Association, Inc.

Dear Sirs:

In regard to the above, please find enclosed a check in the amount of \$78.75, along with the original of the Articles of Incorporation for filing for the named entity. Please file the enclosed Articles of Incorporation and then confirm that filing by forwarding to me a certified copy (the check enclosed includes the cost of the certification).

If you have any questions, please give me a call. Both my office number and cell number are set out above (along with my email address, of course). Thank you.

Sincerely.

J. Atwood Taylor, III

APPROVEL AND FILED

15 FEB 18 AMII: 45

ARTICLES OF INCORPORATION OF

SECRETAINY OF STATE FALLAHASSEE, FLORIDA

HARMONY RESERVE PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned Incorporator hereby files these Articles of Amendment and Restated Articles of Incorporation pursuant to Chapter 617 of the laws of the State of Florida. The Board of Directors has adopted these Articles of Amendment and Restated Articles of Incorporation; Member approval is not required. The said entity shall function pursuant to and have the powers delineated in the provisions of Chapters 607, 617, and 720, respectively, of the *Florida Statutes* and pursuant to general law. The Articles of Incorporation are amended and restated in their entirety as follows:

ARTICLE I. NAME

The name of the corporation shall be as follows:

HARMONY RESERVE PROPERTY OWNERS' ASSOCIATION, INC.

The principal place of business of this corporation (hereinafter referred to as either the "corporation" or as the "Association") shall be 3880 39th Square, Vero Beach, Florida 32960 and the mailing address shall be Suite C-1, The Oak Point Professional Center, 5070 North Highway A-1-A, Vero Beach, Florida 32963.

ARTICLE II. PURPOSE OF POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Lots and Common Area within that certain tract of property described as and referred to as being in these Articles *Harmony Reserve*:

See EXHIBIT "A" attached hereto and incorporated herein by reference;

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Harmony Reserve (hereinafter referred to as the "Declaration") applicable to the property and to be recorded in the Office of the Clerk of the Circuit Court of Indian River 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 herein in full, including as periodically modified and amended; such powers include the authority to adopt rules and regulations, to file suit and be sued, and to contract for necessary services for the benefit of the Association;
- (b) fix, levy, assess, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association:

- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate, for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the asset of two-thirds (2/3rds) of the voting interests of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the two-thirds (2/3rds) of the voting interests of the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the voting interests of the members, agreeing to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the voting interests of the members;
- (g) have and exercise any and all powers, rights, and privileges that a corporation organized under Chapter 607, Chapter 617, Chapter 720, respectively, *Florida Statutes*, by law may now or thereafter have or exercise, including but not limited to all of the powers set forth in Section 617.0302, *Florida Statutes*; and
- (h) the Association shall operate, maintain, and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration, which pertain to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE III. MEMBERSHIP

Every person or entity, who is a record owner of a fee or undivided fee interest of any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV. ADDRESS

The street address of the initial registered office of the corporation shall be 5070 North Highway A-1-A, Suite C-1, Vero Beach, Florida 32963, and the name of the initial registered agent of the corporation at that address is **CHARLES MECHLING**.

ARTICLE V. TERM OF EXISTENCE

This corporation shall be deemed to exist and its operation commenced upon the filing of these Articles of Incorporation with the Secretary of State of the State of Florida, Tallahassee, Florida. This corporation is to exist perpetually.

ARTICLE VI. VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

<u>Class A.</u> Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

<u>Class B.</u> The Class B member shall be the Declarant, as defined in the Declaration, and shall be entitled to ten (10) votes for each Lot owned.

ARTICLE VII. DISSOLUTION

The Association may be dissolved with the assent given in writing and executed by not less than eighty (80.0%) percent of the voting interests of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE VIII. BOARD OF DIRECTORS

This corporation initially shall have five (5) directors. The names and street addresses of the initial directors are as follows:

Charles (Chuck) Mechling 5070 N. Hwy A1A, STE C-1 Vero Beach, FL 32963

Karen Mechling 5070 N. Hwy A1A, STE C-1 Vero Beach, FL 32963

James P. Hill 3880 39th Square Vero Beach, Fl. 32960

Rich Brown 2293 West Eau Gallie Boulevard Melbourne, FL 32935 Robert Intille 4610 Lipscomb St NE, Suite 1 Palm Bay, Florida 32905.

The above parties shall serve as directors until any one or more of them resigns or is recalled or by applicable law must relinquish his seat on the Board. The manner in which the directors shall be elected shall be as specified and set forth in the By-Laws adopted by the corporation.

ARTICLE IX. AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the voting interests of the members. The right to amend the By-Laws shall be vested in the members as set forth therein. Any amendment affecting the Surface Water Management System or any other system or plan permitted or approved by either the St. Johns River Water Management District or Indian River County shall have been first approved by the party exercising jurisdiction over the system or plan.

ARTICLE X. SJRWMD REQUIREMENTS

Section 6. Definitions. When used in these Articles in this Section the following terms will have the following meanings:

- (a) "SJRWMD" or "District" means and has meant throughout these Articles, where previously used, the South Florida Water Management District, or its successor entity.
- (b) "Surface Water Management System" means the Surface Water Management System or Storm Water Management System for the Property constructed pursuant to the SJRWMD permit which Surface Water Management System constitutes a part of the Common Areas. The Association owns or shall own the Common Area and owns the Surface Water Management System and hereby accepts responsibility for the operation and maintenance of the Surface Water Management System described in the SJRWMD application and the SJRWMD Permit.
- (c) Surface Water Management System Easements. The Declarant hereby reserves unto Declarant and grants to the Association, subject to the terms and conditions of these Articles, a non-exclusive easement burdening the areas of the Property designated on the Plat (and associated control structures), said areas being for the purpose of the Association effectively maintaining and operating the Surface Water Management System in accordance with the SJRWMD Permit. Declarant reserves, both for Declarant, and for the Owners collectively, and for the Association, the right to grant additional non-exclusive easements over, under, across and through the Common Area, provided that such additional easement grants do not interfere with the effective maintenance and operation of the Surface Water Management System.
- (d) Operation and Maintenance of Surface Water Management System. It is the responsibility of the Association to operate and maintain the Surface Water Management System. The Association shall effectively operate and maintain the Surface Water Management System in accordance with the SJRWMD Permit. This shall include the filling of monitoring reports on a quarterly basis during the first year, and semi-annually thereafter, for a period of three (3) years and until success criteria are met for two (2) consecutive monitoring intervals.

- (e) Amendment of Declaration. Notwithstanding Article XI of these Articles, or any other amendment provision, any amendment (including a termination) of these Articles that would directly and adversely affect the operation and maintenance of the Surface Water Management System in a material respect must have the prior approval of the SJRWMD. Any amendment proposed to these Articles that would affect the Surface Water Management System, conservation areas, or water management portions of common areas shall be submitted to SJRWMD for review prior to finalization of the amendment. SJRWMD shall determine if the proposed amendment will require a modification of the environmental resource or Surface Water Management Permit. If a permit modification is necessary, the modification must be approved by SJRWMD prior to the amendment of these Articles or its effectiveness.
- (f) Disposition. The Association shall not dissolve or dispose of any Common Area or common open space or improvements therein except to an organization concerned with and designed for the continued maintenance in accordance with the requirements of the original development approval.
- (g) Enforcement. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Articles that relate to the maintenance, operation, and repair of the surface water or storm water management system.
- (h) Swale Maintenance. The Developer has constructed a drainage swale upon each lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by SJRWMD. Filling, excavating, constructing fences, or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.
- (i) Alteration of Drainage Flow. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of SJRWMD.
- (j) Submission and Confirmation. Prior to the commencement of construction on any Lot within Harmony Reserve, the Lot Owner shall submit information, including plats and appropriate calculations, demonstrating conformance with the Environmental Resource Permit to SJRWMD. Construction shall not commence until the Lot Owner receives written confirmation from SJRWMD that the plans are in conformity with the conditions of the said District Permit.
- <u>Section 7.</u> <u>Lift Station.</u> The Property and all of the Lots within the Property may be serviced by a waste water sewer Lift Station. The Lift Station includes a structure housing (wet well), pumps, piping, valves and auxiliary equipment for the collection of waste water sewage from the community's sanitary sewer collection system.

The Lift Station may not be dedicated to Indian River County; and, as such, the Association shall be responsible for its preservation and maintenance. On an annual basis, the Association shall contract with a private maintenance company to perform periodic inspections of the Lift Station and to provide a response in emergency situations, should the Lift Station fail to

function or should the Lift Station be damaged. The Association shall also procure insurance coverage for the Lift Station to pay for loss or damage to the Lift Station equal to its full replacement cost and satisfactory to the Indian River County Utilities Department. Also, on an annual basis, the Association shall submit evidence of such insurance to the Indian River County Utilities Department.

<u>Section 8. Animal Waste</u>. Animal Waste shall be disposed of in a manner consistent with the requirements of the animal waste management plan approved and permitted by SJRWMD, and such plan shall seek to minimize introduction of phosphorus into the Surface Water Management System. All Owners shall have the duty and obligation to comply with the requirements of such plan; the Association shall have the full power and authority to enforce the plan and all Owners' compliance with same, including but not limited to through the imposition of either or both legal and equitable proceedings.

<u>Section 9. Association Powers Clarified.</u> Notwithstanding any other term, condition, or provision in these Articles of Incorporation or By-Laws of the Association, the Association shall have and is hereby vested with the following powers, rights, duties, and responsibilities:

- (a) Establish rules and regulations.
- (b) Assess Members and enforce collection of said assessments.
- (c) File suit and be sued.
- (d) Contract for services (if the Association contemplates employing a maintenance company) to provide the services for operation and maintenance.
- (e) The Association shall exist in perpetuity; however, if the Association is dissolved, the property consisting of the Surface Water Management System shall be conveyed to an appropriate agency of local government, as determined by the SJRWMD. If it is not accepted, then the Surface Water Management System must be dedicated to a similar non-profit corporation, as determined and specified by the SJRWMD.
- (f) Operate and maintain the Surface Water Management System.
- (g) Any proposed amendment to the governing documents, which would affect the Surface Water Management System (including environmental conservation areas and the water management portions of the common areas) must be submitted to the District for a determination of whether the amendment necessitates a modification of the Surface Water Management Permit. If a modification is necessary, the District will so advise the permittee.
- (h) If wetland mitigation monitoring will be required and the operational entity will be responsible to carry out this obligation, the Association shall complete the task successfully, including meeting including all conditions associated with mitigation maintenance and monitoring.
- (i) The Surface Water Management Permit and its conditions shall be attached hereto as an exhibit. The Registered Agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association.

<u>Section 10. Monitoring and Maintenance</u>. Monitoring and maintenance of the mitigation area, as described in SJRWMD Permit, shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy Permit conditions.

<u>Section 11. Environmental Resource or Surface Water Management Permit Attached.</u> The Environmental Resource or Surface Water Management Permit is made a part of these Articles. Copies of the Permit and any future permit actions of SJRWMD are and shall be maintained by the Registered Agent of the Association for the benefit of the Association.

<u>Section 12. Conservation Easements</u>. The following activities are prohibited in or on the Conservation Easement described on the Plat:

- (a) Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a SJRWMD approved maintenance plan;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain in its natural condition:
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to, ditching, diking, and fencing;
- (g) Acts or uses detrimental to such aforementioned retention of land or water areas;
- (h) Acts or uses within SJRWMD's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

ARTICLE XI. HOUSING FOR OLDER PERSONS

Section 1. Age of Residents: Services and Facilities. Subject to all local ordinances, as they may be amended from time to time, at least eighty (80%) percent of the occupied Residences, as the terms Residence or Residences are defined in the governing documents of the Harmony Reserve including but not limited to the Declaration, whether single family or villa townhomes, must be occupied by at least one (1) person fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Residence, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board of

Directors. Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any Residence shall be in perpetuity and shall not be subject to amendment. The provisions of this Article are intended specifically to be consistent with and are set forth in order to comply with the provisions of the federal Fair Housing Act and the Housing for Older Persons Act (collectively, the "Act") and exceptions therefrom provided by 42 U.S.C., Section 3607, regarding discrimination based on familial status, and may be amended at any time by a majority of the Board of Directors (without the joinder or vote of Owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Each Owner is hereby advised by the recording of this Declaration that up to twenty (20%) percent of the occupied Residences in Harmony Reserve may be occupied by persons who are under the age of fifty-five (55) for so long as such persons are eighteen (18) years of age or older, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year.

Section 2. Sale or Lease. Owners shall be responsible for including the statement that the Residences within Harmony Reserve are intended for occupancy by persons fifty-five (55) years of age or older, as set forth above, in conspicuous type in any lease, purchase and sale agreement, transfer documents, or other occupancy agreement relating to such Owner's Residence, which agreements or contracts shall be in writing and signed by the tenant or purchaser. No Owner may transfer any interest in a Residence without the approval of Association as provided in Association's Rules and Regulations. Without limiting the foregoing, Association has the right to withhold approval of any transfer or change in occupancy of a Residence that will not result in occupancy of the Residence by at least one person fifty-five (55) years of age or older.

Section 3. Change of Occupancy. In the event of any proposed change in occupancy of any Residence as a result of transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce, or otherwise, the Owner of such Residence shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names and ages of all current and proposed occupants of the Residence and such other information the Board of Directors may reasonably require to verify the age of each occupant. No voluntary change in occupancy may occur without the prior approval of Association as provided in Association's Rules and Regulations.

<u>Section 4. Maintaining Age Records</u>. The Association shall be responsible for maintaining age records on all occupants of Residences. The Board of Directors shall publish and adhere to policies, procedures, and rules to monitor and maintain compliance with this Article and the Act, including policies regarding verification of compliance with the Act through surveys and affidavits. The Association shall develop procedures for determining the occupancy of each Residence. The Association may require occupants of Residences to produce (and, in such event, all Owners of Residences shall cause such data to be produced at the request of the Board of Directors) copies of birth certificates, driver's licenses, passports, immigration cards, military identifications, or other official documents containing birth date of comparable reliability.

Section 5. Enforcement of Provisions. The Association shall have the power and authority to enforce this Article in any legal manner available, as the Board of Directors deems appropriate, including, without limitation, taking action to evict or eject the occupants of any Residence which does not comply with the requirements and restrictions of this Article and with the Act. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AND ITS BOARD OF DIRECTORS AS THE ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, EJECT, OR OTHERWISE REMOVE THE OCCUPANTS OF AND FROM SAID OWNER'S RESIDENCE, AS NECESSARY IN THE JUDGMENT OF THE BOARD OF DIRECTORS TO ENFORCE COMPLIANCE WITH THIS ARTICLE. Each Owner

shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of any Residence, which in the judgment of the Board are reasonably necessary to monitor compliance with this Article and with the Act.

ARTICLE XII. FERTILIZERS AND BEST PRACTICES WITHIN THE HARMONY RESERVE

<u>Section 1. Overview</u>. As a result of impairment to surface waters caused by excessive nutrients under the Florida Impaired Waters Rule or as a result of increasing levels of nitrogen and phosphorous in the surface and ground water within the aquifers or springs within the boundaries of St. Johns River Water Management District (the "District"), it has been determined that the use of fertilizers on lands within the District creates a particularly high risk to contributing to adverse effects on surface and ground water. Accordingly, the District finds that more restrictive measures than are otherwise required by the most recent edition of the *Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, June 2002*, shall be mandatory for and on all Lots within Harmony Reserve.

Section 2. Definitions for this Article.

- (a) "Application" or "Apply" means the actual physical deposit of Fertilizer to Turf or Landscape Plants.
- (b) "Best Management Practices" means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies, and protecting natural resources.
- (c) "Certified Professional" means a person who possesses a certificate of completion in the Florida Green Industries Best Management Practices.
- (d) "Fertilize, "Fertilizing," or "Fertilization" means the act of applying Fertilizer to Turf, specialized Turf, or Landscape Plant.
- (e) "Fertilizer" means any substance or mixture of substances, except pesticide/fertilizer mixtures such as "weed and feed" products, that contains one or more recognized plant nutrients and promotes plant growth or controls soil acidity or alkalinity or provides other soil enrichment, or provides other corrective measures to the soil. The use of Phosphorus-Free Fertilizer and slow-release nitrogen fertilizer is required.
- (f) "Slow Release," "Controlled Release," Timed Release," "Slowly Available," or "Water Insoluble Nitrogen" means nitrogen in a form that delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.
- (g) "Turf," "Sod," or "Lawn" means a piece of grass-covered soil held together by the roots of the grass.
- <u>Section 3. Fertilizer Free Zones</u>. Fertilizer shall not be applied within ten (10) feet of any pond, stream, water course, lake, canal, or wetland as such terms are defined by the Florida Department of Environmental Protection (Chapter 62-340, *Florida Administrative Code*) or from the top of a seawall. If more stringent or restrictive state or local government regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations.

Newly planted Turf and Landscape Plants may be fertilized in this Zone only for the first sixty (60) day establishment period.

<u>Section 4. Fertilizer Application</u>. Fertilizer may be applied only by a Green Industry Landscape company or Certified Professional implementing the use of GI-BMPs (Green Industry Best Management Practices.) Application of fertilizer by individual homeowners is prohibited.

<u>Section 5. Scheduling and Quantities</u>. Fertilization scheduling and quantities shall not exceed the "low maintenance" recommendations of the University of Florida Cooperative IFAS Extension Service. The Landscaping Committee may grant a written exception for a period not to exceed ninety (90) days for specific applications to diseased or damaged plants, confirmed nutrient deficiencies, or other justifiable reasons.

Section 6. Landscape Maintenance Contracts.

- (a) All lawn maintenance contracts must follow the University of Florida Institute for Food and Agricultural Sciences and Florida Department of Environmental Protection Green Industries Best Management Practices manual, and if needed, irrigation, fertilizer and pesticide applications must be at the low end of the maintenance recommendations contained in the most recent copy of the manual.
- (b) All contractors must employ Green Industries Best Management Practices-certified supervisors and applicators of fertilizer.

ARTICLE XIII. PRIORITY

In the event of conflict between these Articles of Incorporation and the Declaration, the Declaration shall control. In the event of conflict between these Articles of Incorporation and the By-Laws of the Association, these Articles of Incorporation shall control.

ARTICLE XIV. INCORPORATOR

The name and street address of the Incorporator to these Articles are as follows:

J. ATWOOD TAYLOR, III, CHARTERED, P.L. 2145 14th Avenue, Suite 15, Vero Beach, Florida 32960.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands and seals on this 12th day of February, 2015.

"INCORPORATOR"

J. ATWOOD TAYLOR, III, CHARTERED, P.L.

J. ATWOOD TAYLOR, III, Manager

ACCEPTANCE OF REGISTERED AGENT DESIGNATED IN ARTICLES OF INCORPORATION

CHARLES MECHLING, whose address is as follows: 5070 North Highway A-1-A, Suite C-1, Vero Beach, Florida 32963, which is the same address as set forth in Article IV hereof, having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes, and other applicable law.

CHARLES MECHLING

Date: February _____, 2015

SECRETION OF THE