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TALLAHASSEE, FLORIDA

02/10/17

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February 8, 2017

Secretary of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32314

VIA NEXT DAY AIR

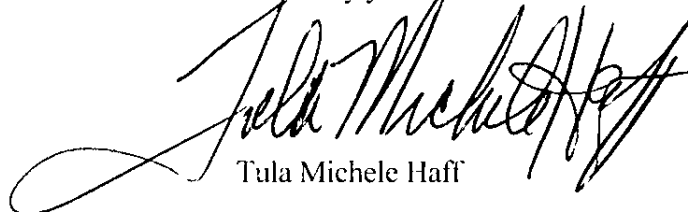
**RE: Articles of Incorporation of
HOLLYGROVE VILLAGE HOMEOWNERS ASSOCIATION, INC.
Our File No.: 13981**

Dear Secretary of State:

Enclosed you will find an original Articles of Incorporation and Designation of Registered Agent to be filed with your office. Also enclosed you will find my firm's check in the amount of \$87.50, which covers the \$70.00 filing fee, the \$8.75 certified copy fee and \$8.75 for a Certificate of Status. Please file the Articles of Incorporation and return the certified copy and Certificate of Status to my office upon completion. I have also enclosed a postage pre-paid/self-addressed envelope for your convenience

If you have any questions, please feel free to contact my office.

Very truly yours,



Tula Michele Haff

TMH/dlh
Enclosures

**ARTICLES OF INCORPORATION
OF
HOLLYGROVE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

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TALLAHASSEE, FLORIDA

ARTICLE I
NAME

The name of this corporation shall be HOLLYGROVE VILLAGE HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation as the "Association".

ARTICLE II
DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Association shall have perpetual existence.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATES

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in the Declaration of Covenants, Conditions, Easements and Restrictions for HOLLYGROVE VILLAGE (the Declaration) recorded in the Public Records of Polk County, Florida, including, but not limited to, preservation of the residence lots and maintenance of the common areas within a certain subdivided tract of real property; within the HOLLYGROVE VILLAGE subdivision, the operation, maintenance and management of the Stormwater Management System in a manner consistent with the Southwest Florida Water Management District requirements, the Water Management Permit and applicable Southwest Florida Water Management District rules and shall assist in the enforcement of the Declaration of Covenants, Conditions, Easements and Restrictions including those which relate to the Stormwater Management System and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

In furtherance of such purposes, the Association shall have power to:

(a) Perform all of the duties and obligations of the Association as set forth in a certain Declaration of Covenants, Conditions, Easements and Restrictions (the declaration) applicable to the subdivision and to be recorded in the public records of Polk County, Florida including the establishment of Bylaws and reasonable rules and regulations not inconsistent therewith;

(b) Operate, maintain and manage common property, including specifically the Stormwater or Stormwater Management System Facilities in a manner consistent with and as permitted by the Southwest Florida Water Management District and applicable District rules, including but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, all drainage rights of way, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones, as shown on the Plat and related appurtenances, including, but not limited to, contracting for services as to same by a maintenance company and assist in the enforcement of the covenants and restrictions in the Declaration of Covenants, Conditions, Easements and Restrictions which relate to the Stormwater or Stormwater Management System Facilities;

(c) To require all owners of residential lots within the Property to be members of the Association;

(d) Fix, levy, collect, and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association;

(e) Pay all operating costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Property;

(f) Own, acquire (by gift, purchase, or otherwise), annex, hold, and improve, build upon, operate, maintain, convey, grant rights and easements, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(g) Borrow money and to mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(h) Dedicate, grant, license, lease, concession, create easements upon, sell, or transfer all or any part of the Association's property to any municipality, public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines so long as not inconsistent with the Declaration;

(i) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property or common areas, provided that any merger, consolidation, or annexation shall have the assent by vote or written instrument of two-thirds of each class of members;

(j) Sue and be sued in the name of the Association;

(k) Establish, adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Property as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

(l) Employ personnel and retain independent contractors to contract for management of the Association and the Property as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

(m) Contract for services to be provided to, or for the benefit of, the Association, members of the Association, and the Property as provided in the Declaration such as, but not limited to, telecommunication services, maintenance, garbage pick-up, and utility services.

(n) Establish committees and delegate certain of its functions to those committees;

(o) Have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise, and to take any other action necessary for the purposes for which the Association is organized, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in these Articles of Incorporation, the Bylaws of the Association, or the Declaration.

The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles of Incorporation and the Bylaws of the Association, including, but not limited to, the levy and collection of Assessments against Members of the Association adequate for the cost to operate, maintain, repair and manage the Stormwater Management System and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage structures and drainage easements, to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable in whole or in part so long as not inconsistent with the Declaration. Any instrument affecting such a transfer shall specify the duration thereon and the means of revocation. The Association is not formed for pecuniary profit and the Association shall not pay dividends, and no part of any income or assets of the Association shall be distributed to its Members, directors or officers.

ARTICLE IV PRINCIPAL OFFICE

The initial principal office and mailing address of the Association is located at 8297 Champions Gate Blvd #401, Champions Gate, FL 33896.

ARTICLE V
REGISTERED OFFICE AND AGENT

Tula Michele Haff, Esquire whose address is 135 N 6th Street, Second Floor, Haines City, FL 33844 is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. 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 or to any non-profit corporation, association, or other organization to be used for purposes similar to those for which this Association was created.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved in writing by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VII
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association with the voting rights described herein. The foregoing shall not 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 VIII
VOTING RIGHTS

A Member's right to vote shall vest immediately upon such Member's qualification for membership as provided in the Declaration and these Articles of Incorporation. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Declaration, the Articles of Incorporation, and the By-Laws of the Association.

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

(a) Class A. Class A Members shall be all Owners of Lots, with the exception of Developer until such time as Class B membership has been converted to Class A membership as provided in these Articles of Incorporation, and after such conversion all Owners of Lots classified as Residential Property shall be Class A Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the ownership interest required for membership; provided, however, that in the event that (i) two (2) or more contiguous Lots or (ii) one (1) Lot and a portion of another Lot contiguous thereto are owned in common by the same Owner and combined, developed and improved by such Owner as a single unified residential home site, the Owner of any such combination of Lots shall only be entitled to one (1) vote for each such combination of Lots so owned. When more than one person or entity holds the ownership interest required for membership in the Association, each such person or entity shall be a Member, but the single vote of such Members with respect to the Lot owned by them shall be exercised as those holding a majority interest in the Lot determine. However, in no event shall more than one (1) Class A vote be cast with respect to any Lot which is owned by more than one person or entity. The Association may, but shall not be obligated to, recognize the vote or written assent of any co-owner of a Lot, but the Association shall recognize the vote or written assent of a particular co-owner who or which is designated in writing by a majority interest of all co-owners entitled to cast the vote attributable to the Lot owned by such co-owners, provided that such written designation shall be delivered to the Association not less than twenty-four (24) hours prior to the taking of the particular vote in question. Corporations, partnerships, and other entities must notify the Association of the natural person who will be considered a Member of the Association and be entitled to exercise its vote not less than twenty-four (24) hours prior to the taking of the particular vote in question.

(b) Class B. Class B Members shall be the Developer, who shall be entitled to the total number of votes of all Class A Members from time to time plus one (1) vote; provided, however, that the Class B membership shall cease and convert to Class A membership on the happening of any of the following events, whichever shall first occur:

- i. Three (3) months after ninety percent (90%) of the Lots that will ultimately be operated by the Association have been conveyed to Class A Members; or
- ii. Developer, in its sole and absolute discretion, elects to terminate its Class B membership by written notice of such election delivered to the Association (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Notwithstanding that there shall be two (2) classes of voting membership in the Association, voting shall be based upon the votes cast by the membership as a whole; not on votes cast by or within each class of voting membership.

8.2 Notwithstanding anything in the foregoing provisions of this Article VIII or the Bylaws of the Association to the contrary, and notwithstanding the fact that Developer may no longer own a sufficient number of Lots to provide the Developer with sufficient voting power to elect directors to the Board of Directors of the Association, the Developer shall have the power at all times while the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots, exercisable in Developer's sole discretion, to elect at least one (1) director to the Board of Directors of the Association. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon the Developer to exercise such right to elect such one (1) director.

8.3 Unless elsewhere otherwise specifically provided in the Declaration or these Articles of Incorporation, any provision of these Articles of Incorporation which requires the vote or approval of a majority or other specified fraction or percentage of the total voting power of the Association, shall be deemed satisfied by either of the following:

- (a) The vote in person or by proxy of the majority or other specified fraction or percentage of the total voting power of the Association at a meeting duly called and noticed pursuant to the provisions of the By-Laws of the Association dealing with annual or special meetings of the Members of the Association.
- (b) Written consents signed by the majority or other specified fraction or percentage of the total voting power of the Association.

ARTICLE IX BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors who shall be elected by the Members in the manner set forth in the Bylaws of the Association. The number of directors constituting the initial Board of Directors shall be three (3). The number of directors may be increased or decreased from time to time in accordance with the Bylaws, but shall never be less than three (3). So long as there shall be a Class B Member, directors need not be Members of the Association and need not be residents of the State of Florida; thereafter, all directors, other than any director elected by the Developer pursuant to Section 8.2 of these Articles of Incorporation, shall be Members of the Association and residents of the State of Florida. The term of office of the initial directors of the Association shall expire at the first meeting of Members at which directors are elected. The terms of office of all other directors will expire at the next annual meeting of Members following the election of such directors. Despite the expiration of a director's term, the director will continue to serve until a successor is elected and qualifies or until there is a decrease in the number of directors. Any director may be removed from office at any time, with or without cause, by the affirmative vote of a majority of the Members. The names and addresses of the persons who are to act in the capacity of initial directors until the election and qualification of their successors are:

ARTICLE X
OFFICERS

The officers designated in the Bylaws shall administer the affairs of the Association. The Board of Directors at its first meeting shall elect the officers, and they shall serve at the direction of the Board of Directors.

ARTICLE XI
AMENDMENT

11.1 Subject to the provisions of Section 11.2 of these Articles of Incorporation, The Association shall have the right to amend these Articles of Incorporation at any time upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

11.2 Notwithstanding anything to the contrary set forth in these Articles of Incorporation, the rights to change, amend or modify these Articles of Incorporation shall at all times be subject to and limited and restricted as follows, to wit:

(a) These Articles of Incorporation shall at all times be subject to the rules, laws, ordinances and codes of the County of Polk.

(b) To the extent that any term or provision of these Articles of Incorporation may be included herein in satisfaction of any conditions to approval of the Land Use Plan, as any conditions to approval may, from time to time, be changed, amended or modified by the County pursuant to appropriate law or by action of the County, such terms or provisions shall not be changed, amended, or modified or otherwise deleted or eliminated without the prior written consent and joinder of the County of Polk.

(c) These Articles of Incorporation may not be changed, amended or modified in any fashion, which will result in or facilitate the abandonment or termination of the obligation of the Association to maintain the Common Property.

(d) These Articles of Incorporation may not be changed, amended or modified in any fashion, which would affect the Association's obligation to maintain the Stormwater or Stormwater Management System Facilities for the Subject Property, without the prior written consent and approval of the Southwest Florida Water Management District and the County of Polk.

(e) These Articles of Incorporation may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of this Section 11.2 without

the prior written consent and joinder of Developer, in any case, and to the extent of any proposed change, amendment or modification which shall affect the rights of the County of Polk or the Southwest Florida Water Management District hereunder, the same shall require the written consent and joinder of the County of Polk or the Southwest Florida Water Management District, as the case may be.

ARTICLE XII INDEMNIFICATION

12.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which they may be a party or in which they may become involved by reason of their being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not they are a director or officer at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification, shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

12.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by a majority of the directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that they are not to be indemnified by the Association as authorized by these Articles of Incorporation.

12.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of these Articles.

ARTICLE XIII BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIV
INCORPORATOR

The name and address of the Incorporator of this corporation is as follows:

HOLLYGROVE VILLAGE, LLC
8297 Champions Gate Blvd #401
Champions Gate, FL 33896

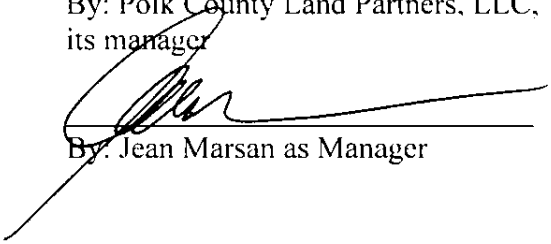
ARTICLE XV
NON- STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a Certificate of Membership which shall contain a statement that the Association is a corporation not for profit.

In witness whereof, the undersigned has signed this Articles of Incorporation this ____ day of February 2017.

HOLLYGROVE VILLAGE, LLC, Incorporator


By: Polk County Land Partners, LLC,
its manager

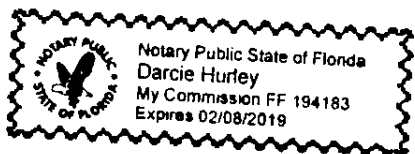

By: Jean Marsan as Manager

STATE OF FLORIDA:
COUNTY OF POLK:

The foregoing instrument was acknowledged before me this 8th day of February, 2017, by Jean Marsan, in his capacity as Manager of Polk County Land Partners, LLC, the Manager of HOLLYGROVE VILLAGE, LLC, on behalf of the company. He [is personally known to me or []has provided _____ as identification.

My Commission Expires:


NOTARY PUBLIC



**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

Pursuant to the provisions of Chapters 48 and 617, Florida Statutes, the corporation identified below hereby submits the following statement in designation of the Registered Office and Registered Agent in the State of Florida.

HOLLYGROVE VILLAGE HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 135 North 6th Street, Second Floor, Haines City, FL 33844, has named Tula Michele Haff, Esquire located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named as Registered Agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida and accept to act as Registered Agent for the above-stated corporation and agree to comply with the provisions of all laws applicable to the performance of such office.

DATED this 8th day of February 2017.


Tula Michele Haff

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