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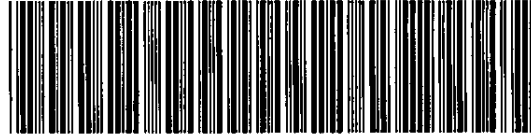
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D O'KEEFE

MAR 14 2018

COVER LETTER

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

SUBJECT: Hathaway Townhomes Phase 1 Owners Association, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☒ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Amanda Thornton; Hand Arendall Harrison Sale LLC

Name (Printed or typed)

P.O. Box 123

Address

Mobile, AL 36601

City, State & Zip

251-694-6243

Daytime Telephone number

LMStrickland@drhorton.com

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

This Instrument Prepared By:
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, Alabama 36601
251-432-5511
1616542_5

FILED
18 MAR -6 AM 9:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA:
COUNTY OF BAY:

ARTICLES OF INCORPORATION

OF

HATHAWAY TOWNHOMES PHASE 1 OWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION

UNDER THE LAWS OF THE STATE OF FLORIDA

BE IT KNOWN that the undersigned, acting as incorporator of a nonprofit corporation under the laws of the State of Florida, and in particular, Title XXXVI, Florida Statutes does hereby adopt the following Articles of Incorporation for such nonprofit corporation (these "Articles").

ARTICLE I
NAME

The name of the nonprofit corporation shall be Hathaway Townhomes Phase 1 Owners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF DURATION

The existence of the Association shall commence with the filing of these Articles with the Secretary of State in Tallahassee, Florida. The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

ARTICLE III
PURPOSE

The purposes for which the Association is organized are:

1. To furnish all services reasonably necessary, for the health, comfort, safety, welfare and enjoyment of the lot owners of the proposed subdivision to be known as Hathaway Townhomes Subdivision (the "Subdivision"), which is located on all or a portion of that certain

real property located in Bay County, Florida and more particularly described on Exhibit "A" attached hereto.

2. To own, manage and control all of the common areas and improvements thereon located within the boundaries of the Subdivision which are intended to be devoted to the common use and enjoyment of the owners of lots in the Subdivision, including, but not by way of limitation, the maintenance of private easements or roads, any decorative fences and street islands.

3. To administer, enforce and otherwise act in accordance with that certain Declaration of Conditions, Covenants and Restrictions of Hathaway Townhomes executed by Declarant (hereinafter defined) and recorded in the office of the Clerk of the Circuit Court of Bay County, Florida, as may be amended from time to time (the "Declaration"), to the extent provided in the Declaration.

4. To assess, collect and direct the proper disbursement of the lot owners' pro rata shares of the costs and expenses incurred in the carrying out of said purposes in accordance with these Articles, the Bylaws for the Association and the rules and regulations of the Subdivision and the Declaration.

ARTICLE IV GENERAL POWERS

The powers of the Association are as follows:

1. The Association shall have the power to own, accept, acquire, mortgage and dispose of real and personal property, and to obtain, invest and retain funds, in advancing the purposes stated in Article III above.

2. The Association shall have the power to transact all business being not for profit consistent with the purposes for which this Association is organized and to protect the lawful rights and interests of its members in connection therewith.

3. The Association shall have all powers granted to it in The Florida Statutes, as amended, including those powers granted to nonprofit corporations in Title XXXVI, Chapter 617, Florida Statutes, as amended.

4. The Association shall operate, maintain and manage the Stormwater Management System (as defined in the Declaration) in a manner consistent with the requirements of Northwest Florida Water Management District ("NFWMD") Permit No. IND-005-9831-1, and applicable NFWMD rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration.

5. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments shall be used for the maintenance and repair of the Stormwater

Management System and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator herein are as follows:

D.R. Horton, Inc.
2482 US Highway 98 West
Santa Rosa Beach, Florida 32459

ARTICLE VI
STREET ADDRESS OF INITIAL PRINCIPAL OFFICE

The street address of the initial principal office is as follows:

D.R. Horton, Inc.
2482 US Highway 98 West
Santa Rosa Beach, Florida 32459

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Subdivision. Membership in the Association shall be established by recordation in the records of the Office of the Clerk of Bay County, Florida, a deed of conveyance transferring record title to a platted lot in the Subdivision and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

Each member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any single lot.

ARTICLE VIII
NONPROFIT CORPORATION

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Articles, the Bylaws of the Association or

the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or member of the Association.

ARTICLE IX
NAME AND ADDRESS OF INITIAL REGISTERED AGENT

The name of the initial registered agent of the Association, and the address of the initial registered office of the Association are as follows:

D.R. Horton, Inc.
2482 US Highway 98 West
Santa Rosa Beach, Florida 32459

The initial registered agent's written acceptance of appointment as a registered agent as required by s. 617.0501 of the Florida Statutes is attached hereto as Exhibit "B".

ARTICLE X
BOARD OF DIRECTORS

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors. Notwithstanding anything contained in these Articles, the Bylaws of the Association, or the Declaration to the contrary, until Turnover, D.R. Horton, Inc., a Delaware corporation (the "Declarant"), shall have the sole and exclusive right to (1) appoint all of the members of the Board of Directors of the Association (subject to the rights of members other than the Declarant to elect at least one member of the Board of Directors under Section 720.307(2) of the Florida Statutes); (2) appoint all of the officers of the Association; (3) remove and replace any members of the Board of Directors of the Association; (4) appoint the members of the Architectural Review Committee ("ARC") of the Association as defined in and in accordance with the Bylaws; (5) remove and replace any members of the ARC; (6) amend these Articles and the Bylaws; and (7) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. "Turnover" has the meaning set forth in the Declaration. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Declaration and the Bylaws of the Association.

The initial Board of Directors of the Association shall be composed of three (3) directors, none of which must be a member of the Association. The names and addresses of the initial three (3) Directors of the Association are as follows:

	NAME:	ADDRESS:
1.	Jeff Marzello	2482 US Highway 98 West Santa Rosa Beach, Florida 32459

2. Shane Ikerman 25366 Profit Drive
Daphne, Alabama 36526
3. Lisa Strickland 25366 Profit Drive
Daphne, Alabama 36526

Within sixty (60) days after Turnover, Declarant shall call a meeting of the Members for the purposes of (i) transitioning control of the Association to the Members, (ii) electing new directors to the Board, and (iii) electing new members of the ARC. After Turnover, all Directors must be members of the Association, or representatives of entities that are members of the Association, the number of directors shall be as set forth in the Bylaws and the members of the Association shall have the right to elect the Board of Directors as provided in the Bylaws. The number of directors may be changed by amendment of the Bylaws of the Association. The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors of the Association.

ARTICLE XI INDEMNIFICATION

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the subdivision. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the directors of the Association is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors are present at the meeting of the Board of Directors or any of the committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraph exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The fact of the common directorate or interest is disclosed or known to the members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XII ASSESSMENTS

1. To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the common areas and improvements within the Subdivision, each member for each lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each member for each lot owned shall be equal to a fraction, the numerator of which shall be the number of lots owned by such lot owner and the denominator of which shall be the total number of lots in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes. The total number of lots in the Subdivision may be increased from time-to-time by the Declarant in its sole and absolute discretion so long as the Declarant continues to have the right to add additional property to the Subdivision in accordance with the terms of the Declaration.

2. The amount of assessment against each member as provided under the paragraph immediately above, shall be assessed by the Association as a lien as provided in the Declaration.

3. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes and in the manner set forth in the Declaration, as the same may be amended from time to time.

4. Each assessment shall be assessed and shall be due and payable as provided in the Declaration and the Bylaws, and upon default or payment within such period of time, the assessment shall be a lien against each lot owned by the defaulting member and against that undivided portion of the common area owned by the defaulting member, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Florida and to take any other actions for collection from the defaulting party or parties. Any such lien

against a lot or against the common area shall be subordinate to a recorded first mortgage covering such lot.

5. Both annual and special assessments shall be collected in the time and manner specified in the Declaration or as otherwise directed by the Association's directors.

ARTICLE XIII MISCELLANEOUS

1. Amendment. Until Turnover, these Articles may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other members of the Association. After Turnover, these Articles may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote or at least sixty-seven percent (67%) of the total voting interests of all members of the Association. All amendments to these Articles become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Bay County, Florida.

2. Termination, Dissolution, or Liquidation. In the event of a 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 by the NFWFMD prior to such termination, dissolution or liquidation.

3. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Association Bylaws, then the provisions of these Articles shall at all times control.

[Remainder of Page Intentionally Left Blank]

EXHIBIT "A"

Description of Subdivision Property

All property shown on the plat of subdivision for Hathaway Townhomes Phase 1 recorded at Plat Book 26, Page 23 in the Public Records of Bay County, Florida, and any additional real property made subject to the Declaration in accordance with the terms thereof.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the 20th day of February, 2018.

D.R. Horton, Inc., a Delaware corporation

By: _____

Shane H. Ikerman
As Its Assistant Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 28th day of February, 2018, by Shane H. Ikerman, as Assistant Secretary for D.R. Horton, Inc, a Delaware corporation. He is (check one) ☒ personally known to me or ☐ produced a _____ as identification.

[SEAL]



Notary Public Signature
Leigh-Ann Capocci
Notary Public Printed Name

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18 MAR - 6 AM 9:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "B"

Acceptance of Appointment as Registered Agent

I hereby accept the appointment as registered agent for Hathaway Townhomes Phase 1 Owners Association, Inc. and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

D.R. Horton, Inc., a Delaware corporation

By: _____

Name: _____

As its: _____

[Signature]
Shawn Kernan
Asst. Secretary

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA