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FLORIDA PROFIT/NON PROFIT CORPORATION
Epperson North Homeowners Association, Inc.

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**ARTICLES OF INCORPORATION
OF
EPPERSON NORTH HOMEOWNERS ASSOCIATION, INC.,
a corporation not for profit**

In compliance with the requirements of Florida Statute, Chapter 617, the undersigned, a resident of Florida, and of full age, for the purpose of forming a corporation not for profit does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is Epperson North Homeowners Association, Inc., a corporation not for profit organized under Chapter 617 of the Florida Statutes (hereinafter referred to as the "Association").

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the Association is located at 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607, which shall be the initial registered office of the Association.

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, administration, preservation, and care of and over the property of the Association, and to provide architectural control of the residential Lots and common area within that certain tract of property described in the Declaration of Covenants, Conditions and Restrictions of Epperson North Homeowners Association, Inc. (hereinafter called the "Declaration"), recorded or to be recorded in the Office of the Clerk of the Circuit Court, Pasco County, Florida and as the same may be amended from time to time as therein provided (hereinafter referred to as the "Property"), with attached copies of these Articles and the bylaws of the Association (collectively, the "Governing Documents"), and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes. Capitalized terms used in these Articles, unless otherwise defined, shall have the meaning ascribed to them in the Governing Documents. In connection therewith, the Association shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and under the Florida Not-For-Profit Corporation Act, Fla. Stat. Chapter 617 and the Florida Homeowners' Association Act, Fla. Stat. Chapter 720, as such statutes exist on the date these Articles are filed with the Florida Department of State.

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments due to the Association or any other person affiliated with the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith; and to pay 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) To 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) To borrow money, and with the affirmative vote of Owners (as defined in the Declaration) holding not less than two-thirds (2/3) of the total votes of the Association as described in Article V hereof, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, sell, or transfer all or any part of the Common Area (as defined in the Declaration) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Any such dedication or transfer shall be effective with the affirmative vote of Owners holding not less than two-thirds (2/3) of the total votes of the Association, as described in Article V hereof;

(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the affirmative vote of Owners holding not less than two-thirds (2/3) of the total votes of the Association, as described in Article V hereof;

(g) To annex additional property and common area in the manner set forth in the Declaration;

(h) To have and to exercise any and all powers, rights and privileges a corporation organized under Florida law, including Chapter 617, Florida Statutes, by law may now or hereafter have or exercise;

(i) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management systems, including but not limited to work within retention areas, drainage structures, and drainage easements;

(j) To operate, maintain, and manage the surface water or stormwater management system, including all lakes, retention areas, culverts, and related appurtenances, in a manner consistent with the Southwest Florida Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein;

(k) To adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof; and

(l) To sue and be sued in the name of the Association.

ARTICLE IV

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, automatically and mandatorily shall be a member of the Association upon the acquisition of title to such Lot, with the voting rights described in Article V hereof. 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. Membership in the Association may not be refused, waived or surrendered, but a Member's voting rights may be regulated or suspended as provided in the Declaration, these Articles, the By-Laws and any rules and regulations of the

Association from time to time adopted. Membership in the Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in the Lot, piece, parcel or tract of land within the Property owned by such Owner. The membership of an Owner in the Association shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred and assigned to a transferee upon the transfer of the ownership interest required for membership in the Association. The Association shall have the right to record any such automatic transfer upon the books and records of the Association without any further action or consent by the transferring Owner or any transferee Owner.

ARTICLE V **VOTING RIGHTS**

The Association shall have two (2) classes of voting membership. When more than one person holds an interest in any Lot, all such persons shall be members but will collectively constitute one Owner. In such case, the vote for the Lot shall be exercised as the Owners shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. The relative rights and preferences of each class of voting membership are as follows:

Class A: The Class A Members shall be all Owners, with the exception of Declarant, of any Lot shown upon any recorded plat of the Property (hereinafter "Lot" or "Lots"). Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, each such person shall be a member; however, the vote for such Lot shall be exercised by a majority of all such Persons as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B Member shall be Declarant (as defined in the Declaration), who shall be entitled to three (3) times the total number of votes of the Class A Members plus one (1). Unless converted earlier and voluntarily by Declarant, the Class B membership shall cease and be converted to Class A membership, and Class A Members other than Declarant will be entitled to elect at least majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

(a) Three months after ninety (90) percent of the parcels in all phases of the Property that will ultimately be operated by the Association have been conveyed to Members;

(b) Such other percentage of the Lots has been conveyed to Members, or such other date or event has occurred, as is set forth in the Governing Documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(c) Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. For such purposes, there is a rebuttable presumption that the developer has abandoned and deserted the property if the developer has unpaid assessments or guaranteed amounts under Fla. Stat. 720.308 for a period of more than two (2) years;

(d) Upon the Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

(e) Upon the Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(f) Upon a receiver for the developer being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the association or its members.

For purposes of this Article V, the term "members other than the developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale. Members other than the Declarant are entitled to elect at least one (1) member of the Board of Directors of the Association if fifty (50) percent of the Lots in all phases of the Property which will ultimately be operated by the Association have been conveyed to Members.

(3) The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five (5) percent of the parcels in all phases of the Property. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board of Directors.

ARTICLE VI **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than seven (7) directors, who need not be members of the Association. The initial number of directors shall be three (3) and may be changed by amendment of the bylaws of the Association from time to time. The names and addresses of the persons who are to act in the capacity of directors of the initial Board until the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
John M. Ryan	2502 N. Rocky Point Drive Suite 1050 Tampa, Florida 33607
Michael S. Lawson	2502 N. Rocky Point Drive Suite 1050 Tampa, Florida 33607
Lauren Parsons	2502 N. Rocky Point Drive Suite 1050 Tampa, Florida 33607

The manner in which the directors are appointed is as stated in the bylaws. The initial directors named above shall serve until this Association's first annual meeting. Except for the initial Board of Directors, any directors thereafter from time to time appointed or elected by the members must be members of the Association. Notwithstanding any other provision of these Articles, (i) Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than the earliest of the events specified in Article V above when the Class B membership shall cease and be converted to Class A membership (the "Class B Conversion Date") and (ii) until the Class B Conversion Date, Declarant shall be entitled to appoint and remove all members of the Board of Directors. All vacancies occurring on the Board of Directors, if any, whether by resignation, removal, or death or incapacity while in office, will be filled by majority vote of the remaining directors, even if such

remaining directors constitute less than a quorum. Any director may succeed himself or herself in office. All directors will be elected by secret written ballot. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year. At each annual meeting thereafter, the members shall elect director for term of one (1) year. Each member may cast as many votes for each vacancy as such member then has, and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted.

ARTICLE VII **INDEMNIFICATION AND RELEASE OF OFFICERS AND DIRECTORS**

(a) **Indemnification.** Every officer and every director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or a director of the Association, or in connection with or on account of any settlement thereof, whether or not he is an officer or a director of the Association at the time that such expenses and liabilities are incurred, except in such cases wherein any such officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that any claim for reimbursement or indemnification hereunder may be settled with the approval of the Board of Directors in the best interest of the Association.

(b) **Right of Indemnification Cumulative, Not Exclusive.** The right of indemnification provided by this Article shall be in addition to and not exclusive of and shall not be deemed to limit, in any way, the powers of the Association to indemnify any officer or director and the right of any officer or director to be indemnified by the Association by or under the common law or statutory laws of the State of Florida, the Declaration, the By-Laws or otherwise.

(c) **Release of Officers and Directors.** The resignation or expiration of the term of office of, or the removal or replacement of, a director, including those directors initially designated in these Articles, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the Association who has been appointed by the initial Board of Directors, including those officers initially designated in these Articles, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or any of its members had, now have, or which any heir, personal representative, successor or assign of the Association or its members hereafter can, shall or may have against any such director or officer of the Association for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office.

ARTICLE VIII **DISSOLUTION**

The Association may be dissolved upon the affirmative vote of two-thirds (2/3) of the voting interests of the Association as described in Article V hereof. Upon dissolution of the Association, other than incident to a merger or consolidation, Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of the Association's assets will be distributed to any other corporation not-for-profit which is created and established for purposes similar to this Association or dedicated to a municipality, county or other appropriate public agency to be used for purposes similar to these for which this Association was created. If dedication is refused, any member of the Association or any other interested party shall be entitled to petition the Circuit Court of the Thirteenth Judicial Circuit in

and for Hillsborough County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity for purposes similar to that of this Association. Any common property so distributed upon dissolution of the Association, as aforesaid, shall continue to be subject to and encumbered by the terms and provisions of the Declaration and such other restrictions and limitations as may have been imposed upon such common property in the instrument by which title thereto was originally conveyed by the Declarant to the Association. In no event, however, may any assets inure to the benefit of any member or other private individual. 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 which would comply with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3 (or comparable successor documentation), and be approved by the Southwest Florida Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE IX **DURATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State of the State of Florida. The Association shall exist perpetually.

ARTICLE X **AMENDMENTS**

The Association shall have the right to amend these Articles at any time upon the affirmative vote of Owners holding not less than two-thirds (2/3) of the total votes of the Association as described in Article V hereof. Notwithstanding the foregoing, until such time as Members of the Association other than Declarant have the authority to elect a majority of the Members of the Board of Directors, Declarant shall have the right to amend these Articles unilaterally, without the consent or approval of any other Member. Amendments may be proposed by resolution approved by a majority of the Board of Directors; provided, however, that 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.

ARTICLE XI **BYLAWS**

The bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended or rescinded thereafter in the manner provided therein.

ARTICLE XII **NON-PROFIT STATUS**

No part of the net earnings of the Association shall inure to the benefit of any of its members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association are not to be taken into account in any manner.

ARTICLE XIII
INCORPORATOR

The name and residence of the incorporator executing these articles is:


D. Michael O'Leary
101 E. Kennedy Boulevard, Suite 2700
Tampa, Florida 33602

ARTICLE XIV
HUD/VA APPROVAL

As long as there is a Class B membership and the Department of Housing and Urban Development ("HUD") or Veterans Administration ("VA") is holding, insuring, or guaranteeing any loan secured by property subject to the Declaration, each of the following actions will require the prior approval of the HUD or VA: (i) annexation of additional properties; (ii) merger or consolidation of the Association; (iii) mortgaging of the Common Area; (iv) dissolution of the Association; or (v) amendment of these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation as of this 13th day of August, 2018.

INCORPORATOR:



D. Michael O'Leary

CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, it is familiar with the duties and obligations of Registered Agent and it hereby agrees to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

REGISTERED AGENT:

TK REGISTERED AGENT, INC.

By: 
D. Michael O'Leary

Address:
101 E. Kennedy Boulevard, Suite 2700
Tampa, Florida 33602