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FLORIDA PROFIT/NON PROFIT CORPORATION**Heron Preserve at Tradition Homeowners Association**

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ARTICLES OF INCORPORATION
FOR
HERON PRESERVE AT TRADITION HOMEOWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OF
HERON PRESERVE AT TRADITION HOMEOWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

HERON PRESERVE AT TRADITION HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, the Florida Not-for-Profit Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Neighborhood Association", is Heron Preserve at Tradition Homeowners Association, Inc., and its address is c/o Pulte Home Company, LLC, 4400 PGA Blvd., Suite 700, Palm Beach Gardens, FL 33410.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 720.301 of the Act shall apply to terms used in these Articles, unless otherwise defined in the Declaration of Covenants, Conditions and Restrictions for Heron Preserve at Tradition ("Declaration").

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Neighborhood Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporation Act and the Act for the operation of a community to be known as "Heron Preserve at Tradition", located in St. Lucie County, Florida. The Neighborhood Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Neighborhood Association shall be distributed or inure to the private benefit of any Member, Director or Officer. For the accomplishment of its purposes, the Neighborhood Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Neighborhood Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate Heron Preserve at Tradition pursuant to the Neighborhood Governing Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Assessments against the Members to defray the costs, expenses and losses of the Neighborhood Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Neighborhood Common Area.

(C) To purchase insurance for the protection of the Neighborhood Common Area, the Neighborhood Association and the Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Neighborhood Common Area.

(E) To make, amend and enforce Neighborhood Rules and Regulations as set forth in the Neighborhood Governing Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels to the extent provided in the Declaration.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Heron Preserve at Tradition and the Neighborhood Governing Documents.

(H) To contract for the management and maintenance of Heron Preserve at Tradition, and any property or easements and related improvements that are dedicated to the Neighborhood Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Neighborhood Association, and to delegate any powers and duties of the Neighborhood Association in connection therewith except such as are specifically required by law or by the Neighborhood Governing Documents to be exercised by the Neighborhood Association's Board of Directors or the Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of Heron Preserve at Tradition.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

(N) To maintain and operate the Stormwater Management System, as more particularly described in the Declaration.

(O) To enter into agreements with governmental authorities, including, without limitation, the City of Port St. Lucie, Florida.

All funds and the title to all property acquired by the Neighborhood Association shall be held for the benefit of the Members in accordance with the provisions of the Neighborhood Governing Documents. In the event of termination, dissolution or final liquidation of the Neighborhood Association, the responsibility for the operation and maintenance of the Neighborhood Common Area and other property the Neighborhood Association is obligated to maintain pursuant to the Neighborhood Governing Documents, including any property or easements and related improvements that are dedicated to the Neighborhood Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Neighborhood Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

Annexation of additional properties, mergers and consolidations, mortgaging of Neighborhood Common Area and dissolution of the Neighborhood Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class "B" membership.

ARTICLE IV

MEMBERSHIP:

(A) The Members shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Members are all owners other than the Developer. The Class "B" Member is the Developer as further provided in the Neighborhood Association's Bylaws.

(B) The share of a Member in the funds and assets of the Neighborhood Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Neighborhood Association's Bylaws with respect to the Class "B" Member, the owners of each Parcel, collectively, shall be entitled to one vote in Neighborhood Association matters. The manner of exercising voting rights shall be as set forth in the Neighborhood Association's Bylaws.

ARTICLE V

TERM: The term of the Neighborhood Association shall be perpetual.

ARTICLE VI

BYLAWS: The Neighborhood Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Neighborhood Association shall be administered by a Neighborhood Board of Directors consisting of the number of Directors determined by the Neighborhood Association's Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Neighborhood Association shall initially be appointed by and shall serve at the pleasure of the Developer, and on and following the Turnover Date, the Neighborhood Board of Directors shall be elected by the Members in the manner determined by the Neighborhood Association's Bylaws. Directors may be removed and vacancies on the Neighborhood Board of Directors shall be filled in the manner provided by the Neighborhood Association's Bylaws.

(C) The business of the Neighborhood Association shall be conducted by the Officers designated in the Neighborhood Association's Bylaws. The Officers shall be elected each year by the Neighborhood Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Neighborhood Board of Directors. The initial Directors are as follows:

David Kanarek
c/o Pulte Home Corporation
4400 PGA Blvd., Suite 700
Palm Beach Gardens, FL 33410

Andrew Maxey
c/o Pulte Home Corporation
4400 PGA Blvd., Suite 700
Palm Beach Gardens, FL 33410

Jason Pote
c/o Pulte Home Corporation
4400 PGA Blvd., Suite 700
Palm Beach Gardens, FL 33410

The initial Officers are as follows: David Kanarek, President; Andrew Maxey, Vice President; and Jason Pote, Secretary/Treasurer.

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Subsequent to the Turnover Date, amendments to these Articles may be proposed by the Neighborhood Board of Directors or by a written petition to the Neighborhood Board of Directors, signed by at least one-third (1/3) of the Voting Interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Neighborhood Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Neighborhood Board of Directors. Subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as the Developer owns a Parcel, an amendment to these Articles shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit. Amendment of these Articles requires prior written approval of HUD/VA as long as there is a Class "B" membership.

(D) Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of St. Lucie County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Neighborhood Association shall indemnify and hold harmless every Director and every officer of the Neighborhood Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Neighborhood Association. The

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foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Neighborhood Association, in a proceeding by or in the right of the Neighborhood Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Neighborhood Board of Directors approves such settlement as being in the best interest of the Neighborhood Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

David Kanarek
c/o Pulte Home Corporation
4400 PGA Blvd., Suite 700
Palm Beach Gardens, FL 33410

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

David Kanarek
c/o Pulte Home Corporation
4400 PGA Blvd., Suite 700
Palm Beach Gardens, FL 33410

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a corporation not for profit to do business in the State of Florida, under the laws of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 9 day of January, 2019.



David Kanarek, Incorporator

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CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida:

1. The name of the corporation is:

HERON PRESERVE AT TRADITION HOMEOWNERS ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

David Kanarek
c/o Pulte Home Corporation
4400 PGA Blvd., Suite 700
Palm Beach Gardens, FL 33410

David Kanarek, President
David Kanarek, President

DATE: 1-9-2019

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

David Kanarek
David Kanarek

DATE: 1-9-2019