

Division of Corporations

Page 1 of 2

N19000007220

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H19000214051 3)))



H190002140513ABCX

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : GREENSPOON MARDER, P.A.
Account Number : 076064003722
Phone : (888) 491-1120
Fax Number : (954) 333-4242

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: cestrada@taylormorrison.com

FLORIDA PROFIT/NON PROFIT CORPORATION
Esplanade at Wiregrass Ranch Neighborhood Association, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	15
Estimated Charge	\$87.50

D O'KEEFE
JUL 16 2019

Electronic Filing Menu

Corporate Filing Menu

Help

19 JUL 15 AM 11:01

FILED

**ARTICLES OF INCORPORATION
OF
ESPLANADE AT WIREGRASS RANCH NEIGHBORHOOD ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Declaration:

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments for which all Owners are obligated to the Neighborhood Association and includes "Individual Lot Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in the Neighborhood Declaration) and any and all other assessments which are levied by the Neighborhood Association in accordance with the Neighborhood Documents.
3. "Board" means the Board of Directors of the Neighborhood Association.
4. "Bylaws" means the Bylaws of the Neighborhood Association and any amendments thereto.
5. "County" means Pasco County, Florida.
6. "Declarant" means Taylor Morrison of Florida, Inc., a Florida corporation, and any successor or assign thereof to which Taylor Morrison of Florida, Inc., specifically assigns all or part of the rights of Declarant under the Neighborhood Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.
7. "Director" means a member of the Board.
1. "Esplanade at Wiregrass Ranch" means the real property described in Exhibit A to the Neighborhood Declaration, together with such additional property as is subjected to the

Neighborhood Declaration in accordance with Article X of the Neighborhood Declaration. Esplanade at Wiregrass Ranch is a community intended for occupancy by persons age 55 years and older.

8. "Home" means a residential dwelling unit constructed or to be constructed within Esplanade at Wiregrass Ranch, which is designed and intended for use and occupancy as a single-family residence. The term "Home" shall include the Lot as defined in the Neighborhood Declaration.

9. "HOA Act" means the homeowners' association act, Chapter 720, Florida Statutes as amended through the date of recording of the Neighborhood Declaration amongst the Public Records of the County.

10. "Member" means a Person, as defined in the Neighborhood Declaration, subject to membership in the Neighborhood Association.

11. "Neighborhood Common Area" means all real and personal property, including easements, which the Neighborhood Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners.

12. "Neighborhood Association" means Esplanade at Wiregrass Ranch Neighborhood Association, Inc., a Florida corporation not for profit, its successors and assigns, existing pursuant to the Articles, which Neighborhood Association is responsible for the enforcement of the Neighborhood Documents and administration and operation of the Neighborhood Association as provided in the Neighborhood Declaration. The "Neighborhood Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

13. "Neighborhood Declaration" means the Neighborhood Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade at Wiregrass Ranch, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

14. "Neighborhood Documents" means in the aggregate the Neighborhood Declaration, these Articles and the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s).

15. "Operating Expenses" means the expenses for which Owners are liable to the Neighborhood Association as described in the Neighborhood Declaration and any other Neighborhood Documents and include, but are not limited to: (a) the costs and expenses incurred by the Neighborhood Association in owning, administering, operating, maintaining, insuring, financing, managing or repairing (but not reconstructing, replacing or improving), the Neighborhood Common Area or any portion thereof and Improvements thereon, all other property owned by the Neighborhood Association, and (b) all costs and expenses incurred by the Neighborhood Association in carrying out its powers and duties hereunder or under any other Neighborhood Documents.

16. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Esplanade at Wiregrass Ranch, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

All terms that are not otherwise defined herein shall have the meanings given to them in the Neighborhood Declaration and are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II NAME

The name of this corporation shall be ESPLANADE AT WIREGRASS RANCH NEIGHBORHOOD ASSOCIATION., a Florida corporation not for profit, whose principal address and mailing address is 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619.

ARTICLE III PURPOSES

The purpose for which the Neighborhood Association is organized is to take title to, operate, administer, finance, insure, repair, replace, manage and maintain the Neighborhood Common Area in accordance with the terms of, and purposes set forth in, the Neighborhood Documents and to carry out the covenants and enforce the provisions of the Neighborhood Documents.

ARTICLE IV POWERS

The Neighborhood Association shall have the following powers and shall be governed by the following provisions:

A. The Neighborhood Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Neighborhood Association shall have all of the powers granted to the Neighborhood Association in the Neighborhood Documents. All of the provisions of the Neighborhood Declaration and Bylaws which grant powers to the Neighborhood Association are incorporated into these Articles.

C. The Neighborhood Association shall have all of the powers reasonably necessary to implement the purposes of the Neighborhood Association, including, but not limited to, the following:

1. To own and convey property.
2. To sue and be sued.

3. To perform any act required or contemplated by it under the Neighborhood Documents.

4. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Neighborhood Common Area.

5. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Neighborhood Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Neighborhood Association.

6. To own, administer, maintain, finance, insure, repair, replace, manage, operate and convey the Neighborhood Common Area in accordance with the Neighborhood Documents and to assist in the enforcement of the Neighborhood Declaration.

7. To enforce by legal means the obligations of the Members and the provisions of the Neighborhood Documents.

8. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, replacing and management of the Neighborhood Common Area and to enter into any other agreements consistent with the purposes of the Neighborhood Association, including, but not limited to, agreements with respect to professional management of the Neighborhood Common Area and to delegate to such professional management certain powers and duties of the Neighborhood Association.

9. To enter into the Neighborhood Declaration and any amendments thereto and instruments referred to therein.

10. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Neighborhood Association mandate to keep and maintain Esplanade at Wiregrass Ranch in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Esplanade at Wiregrass Ranch.

11. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Neighborhood Common Area in accordance with the Neighborhood Declaration and, as security for any such loan, to collaterally assign the Neighborhood Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

12. To operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of SWFWMD Permit and applicable rules; to assist in the enforcement of the Neighborhood Declaration provisions relating to the Surface Water and Storm Water Management System; and to levy and collect adequate

Assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.

13. Notwithstanding anything contained herein to the contrary, the Neighborhood Association shall be required to obtain the approval (at a duly called meeting of the Members at which a quorum is present) of three-fourths (3/4) of all Members of the Neighborhood Association prior to the engagement of legal counsel by the Neighborhood Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Neighborhood Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Neighborhood Documents;
- (d) the enforcement of Neighborhood Association rules;
- (e) the enforcement of the Architectural Guidelines;
- (f) the enforcement of a contract entered into by the Neighborhood Association with vendors providing services to the Neighborhood Association;
- (g) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Neighborhood Common Area or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or
- (g) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Neighborhood Association, which are not included in the above exceptions shall be financed by the Neighborhood Association only with monies that are collected for that purpose by Special Assessment(s) and the Neighborhood Association shall not borrow money, use reserve funds, or use monies collected for other Neighborhood Association obligations.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Neighborhood Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

- A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the

membership of the Neighborhood Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Homes until each such Home is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Homes owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Neighborhood Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Home is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Home shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Neighborhood Association.

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

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a "Class B Member", each of whom shall be entitled to one (1) vote for each Home owned.

2. "Class B Member" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the Homes by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County; or

(ii) upon the Class B Member abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Neighborhood Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the HOA Act for a period of more than two (2) years;

(iii) upon the Class B Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(iv) upon the Class B Member 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;

(v) upon a receiver for the Class B Member 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 Neighborhood Association or the Members; or

(vi) when, in its discretion, the Class B Member so determines.

Notwithstanding the foregoing, Class A Members are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the "Total Developed Lots" (as hereinafter defined) have been conveyed to Members other than Declarant.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Neighborhood Association and elect not less than a majority of the Board.

E. No Member may assign, hypothecate or transfer in any manner his or her membership in the Neighborhood Association except as an appurtenance to his or her Home.

F. Any Member who conveys or loses title to a Home by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.

G. There shall be only one (1) vote for each Home, except for the Class B Member as set forth herein. If there is more than one Member with respect to a Home as a result of the fee interest in such Home being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Home owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Home, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Owner"), and filed with the Secretary of the Neighborhood Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Neighborhood Association, the vote of such Home shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Home is owned by a husband and wife they may, but shall not be required to, designate a Voting Owner. In the event a certificate designating a Voting Owner is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Home owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Home vote without establishing the concurrence of the other spouse, absent any prior

written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Neighborhood Association by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Home vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Neighborhood Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Neighborhood Association or the designation of a different Proxy by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

H. A quorum shall consist of persons entitled to cast at least twenty percent (20%) of the total number of votes of the Members.

ARTICLE VI TERM

The term of the Neighborhood Association shall be perpetual. However, in the event of the termination, dissolution or final liquidation of the Neighborhood Association, the Surface Water and Storm Water Management System will be transferred to and maintained by one of the entities identified in the SWFWMD's Environmental Resource Permit Applicant's Handbook Volume I sections 12.3.1(a) through (f), who has the powers listed in sections 12.3.4(b)1 through 8, the covenants and restrictions required in sections 12.3.4(c)1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water and Storm Water Management System described in sections 12.3.4(d)1 or 2 prior to its dissolution.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is: Mark F. Grant, 200 East Broward Boulevard, Suite 1800, Fort Lauderdale, Florida 33301.

ARTICLE VIII OFFICERS

The affairs of the Neighborhood Association shall be managed by the President of the Neighborhood Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of

which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Carlos de la Ossa
Vice President/Treasurer	Scott Himelhoch
Vice President/Secretary	Drew Miller
Vice President	Douglas D. Miller

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Neighborhood Association ("First Board") shall be no less than three (3) and no more than five (5) as determined by Declarant. The number of Directors elected by the Members subsequent to the Turnover Date shall be an odd number of no more than seven (7). The Board shall determine the number of Directors to comprise the Board from time to time. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or shareholders, members, officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Carlos de la Ossa	3922 Coconut Palm Drive, Suite 108 Tampa, Florida 33619
Drew Miller	3922 Coconut Palm Drive, Suite 108 Tampa, Florida 33619
Scott Himelhoch	3922 Coconut Palm Drive, Suite 108 Tampa, Florida 33619

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Esplanade at Wiregrass Ranch, if and when ultimately developed, will contain approximately eight hundred sixty eight (868) Lots with Homes constructed thereon (collectively, "Total Developed Lots"). Notwithstanding the foregoing, however, Declarant has reserved the right in the Neighborhood Declaration to modify the Development Plan (as defined in the Neighborhood Declaration) for Esplanade at Wiregrass Ranch, to add or withdraw land from Esplanade at Wiregrass Ranch and to change the number of Homes to be constructed therein.

C. Declarant intends that Esplanade at Wiregrass Ranch, if and when ultimately developed, will contain approximately eight hundred sixty eight (868) Homes ("Total Developed Homes"). For purposes of this paragraph, "Total Developed Homes" shall mean the approximately eight hundred sixty eight (868) Lots which Declarant intends to develop in Esplanade at Wiregrass Ranch. Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including the recreational facilities and amenities) upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of Esplanade at Wiregrass Ranch, the right to change the recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Esplanade at Wiregrass Ranch) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Esplanade at Wiregrass Ranch according to the present plan of development or as obligating Declarant to declare any additional property to be Property.

D. Upon the Turnover Date, the Members (other than Declarant) ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Neighborhood Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members shall elect all but one of the Directors, if Declarant, until the Declarant's Resignation Event, elects to designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraphs E and F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Homes for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Neighborhood Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Neighborhood Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or

Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Neighborhood Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Neighborhood Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Neighborhood Association shall be indemnified by the Neighborhood Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she becomes involved by reason of his/her being or having been a Director or officer of the Neighborhood Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Neighborhood Association, and in the event a Director or officer admits that he or she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Neighborhood Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Neighborhood Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home or Lot; and (ii) any "Institutional Mortgage" (as such term is defined in the Neighborhood Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant.

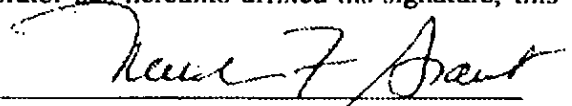
G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

H. Article IV, Section C.13, may not be amended without the approval of eighty percent (80%) of all Members.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Neighborhood Association is 1200 South Pine Island Road, Plantation, Florida 33324, and the initial registered agent of the Neighborhood Association at that address shall be NRAI Services, Inc.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 15th day of July, 2019.



MARK F. GRANT, Incorporator

FILED
19 JUL 15 AM 11:02
TALLAHASSEE, FLORIDA

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

NRAI SERVICES, INC.

By: 

Printed Name: Kristen Ruffin

Title: Asst Secretary to NRAI

Date: 7/15/2019

FILED
19 JUL 15 AM 11:02
TALLAHASSEE, FLORIDA