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February 10, 2020

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

VIA: U.S. Certified Mail (7018 2290 0000 6502 0978) with Return Receipt Requested

Re: Incorporation of the Residences of Watercolor Place Phase I North Homeowners Association, Inc. (the "**Association**")

Secretary Lee:

This cover letter shall serve as a formal submission from Upper Manatee 288, LLC (the "**Developer**") to the Department of State to incorporate the Residences of Watercolor Place Phase I North Homeowners Association, Inc. in accordance with Florida law and the Articles of Incorporation enclosed herein.

Pursuant to the Division of Corporation's Instructions For Not For Profit Articles Of Incorporation, please find enclosed with this cover letter, one (1) original and one (1) copy of the Articles of the Incorporation of the Residences of Watercolor Place Phase I North Homeowners Association, Inc., a check for Seventy and No/100 Dollars (\$70.00) for the filing fee.

If you have any questions and/or comments, please contact me immediately.

Sincerely,

Geoffrey Jonsson, General Counsel
Upper Manatee 288, LLC
1651 Whitfield Ave, Ste 200
Sarasota, Florida 34243
Office: (941) 359-9000 Ext 1129
Email: geoffreyj@medallionhome.com

**ARTICLES OF INCORPORATION
OF
RESIDENCES OF WATERCOLOR PLACE PHASE I NORTH HOMEOWNERS
ASSOCIATION, INC.,
A Florida Corporation Not For Profit**

FILED
2020 FEB 19 PM 3:20
SECRETARY OF STATE
TALLAHASSEE, FL

The undersigned hereby forms a corporation not for profit under Chapter 7, Florida Statutes, and certifies as follows:

**ARTICLE I
NAME AND ADDRESS**

The name of the corporation shall be the RESIDENCES OF WATERCOLOR PLACE PHASE I NORTH HOMEOWNERS ASSOCIATION, INC., a corporation not for profit (the "**Association**"). The initial address of the Association's principal office shall be 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243.

**ARTICLE II
PURPOSE**

2.1 Purpose: The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, and management of the Lots and Common Property within "WATERCOLOR PLACE" (the "**Subdivision**"), a subdivision located in Manatee County, Florida, all to be in accordance with the "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RESIDENCES OF WATERCOLOR PLACE PHASE I NORTH" (the "**Declaration**"), which is to be recorded in the Official Records of Manatee County, Florida, as same may be amended as provided for therein.

2.2 Distribution of Income: The Association shall make no distribution of income to its members, directors, or officers.

**ARTICLE III
POWERS**

3.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not for profit, which powers are not in conflict with the terms of these Articles of Incorporation, the Declaration, or the purposes of the Association as described in Section 2.1 above.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Declaration, as amended from time to time, except as validly limited by these Articles and by the Declaration, and all of the powers and duties reasonably necessary to own and/or operate the Common Property of the Subdivision pursuant to said Declaration and to perform the maintenance, administration, managerial and other functions for the Subdivision as provided in said Declaration, as it may be amended from time to time, including, but not limited to the following:

(a) To make and collect Assessments against Members as Lot Owners to defray the cost of Common Expenses of the Subdivision as provided in the Declaration.

(b) To use the proceeds of Assessments in the exercise of its powers and duties.

(c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain, sell, convey and administer the use of the Common Property of the Subdivision in accordance with the Declaration.

(d) To purchase insurance upon the Common Property, and for the protection of the Association and its Members.

(e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Declaration.

(f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Declaration.

(g) To enforce by legal means against an Owner as defined in the Declaration, the provisions of the Declaration, the By-Laws of the Association and rules and regulations duly adopted by the Association.

(h) To furnish or otherwise provide for private security, fire protection or such other services as the Board in its discretion determines necessary or appropriate.

(i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.

(j) To obtain all required utility and other services for the Common Property.

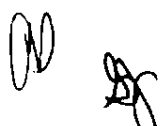
(k) To maintain architectural control over the Subdivision in accordance with the Declaration.

(l) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, unless same are maintained by another entity.

(m) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Declaration, these Articles or the By-Laws.

(n) Sue and be sued, as set forth in the Declaration.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members, in accordance with the provisions



of the Declaration, these Articles of Incorporation and the By-Laws of the Association. Upon the dissolution or winding up of this Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be distributed pro-rata among all Members, or, alternatively, upon the affirmative vote of two thirds (2/3) of the Owners of Lots in the Subdivision, the assets of the Association may be conveyed or dedicated to (i) a public body willing to accept such assets; or (ii) a not for profit organization located in Manatee County, Florida, or the one closest to the Association, if none are located in Manatee County, having the same or similar purposes; provided that in the event of the dissolution of the Association, the property consisting of the surface water management system of the Subdivision shall be conveyed to an appropriate agency of local government, and if not accepted, the surface water management system shall be dedicated to a similar non-profit corporation.

3.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Declaration, these Articles and the By-Laws of the Association. If there is any conflict between these Articles and the Declaration, then the Declaration shall control.

ARTICLE IV MEMBERS

4.1 Members: The Members of the Association shall consist of all of the record Owners of Lots in the Subdivision subject to the Declaration and operated hereby.

4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Official Records of Manatee County, Florida, a deed or other instrument establishing a change of record title to a Lot in the Subdivision. A copy of such instrument shall be delivered to the Association. The new Owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior Owner shall thereupon be terminated, as provided in the By-Laws.

4.3 Limitation on a Transfer of Shares of Assets: A Member's share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Lot.

4.4 Voting: Subject to the provisions of the Declaration concerning voting, the Owner of each Lot shall be entitled to one vote as a member of the Association; provided however, that the Declarant shall, during development, be entitled to the number of votes as provided in the Declaration, which votes may be apportioned to successor developers, or partial successor developers, as provided in the Declaration. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Subject to the provisions of the Declaration, Owners owning more than one Lot shall be entitled to one vote for each Lot owned.

ARTICLE V DIRECTORS

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of Members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) directors. Directors shall be Members of the Association except as otherwise provided herein or in the Declaration.

5.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the Members, as provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the Declarant, and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

| Name | Title | Address |
|-------------------|--------------|--|
| Carlos M. Beruff | Director | 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243 |
| Chris Chavez | Director | 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243 |
| Charlie McKinnies | Director | 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243 |

The initial Board of Directors designated by the Declarant herein, and any directors subsequently designated or appointed or elected by the Declarant need not be members of the Association. All other Board members shall be Members of the Association.

ARTICLE VI OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| Name | Title | Address |
|-------------------|---------------------------|--|
| Carlos M. Beruff | President | 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243 |
| Chris Chavez | Vice President, Secretary | 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243 |
| Charlie McKinnies | Treasurer | 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243 |

ARTICLE VII INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Members of the Association as part of the common expenses.

ARTICLE VIII BY-LAWS

8.1 By-Laws: The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended, or rescinded by a majority vote of the Board, except as otherwise may be provided by the By-Laws and the Declaration.

ARTICLE IX AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified upon the affirmative vote of the Owners of two thirds (2/3) of the Lots in the Subdivision. Provided however, prior to Turnover these Articles may be altered, amended or modified by Declarant, or its Successor as such Declarant, during the time that Declarant has the right to and does control the Association in accordance with the Declaration without the prior approval or consent of any Owners. Amendments may be proposed by resolution of the Board of Directors or by the Owners of any three (3) Lots. Provided, however, that no amendment affecting the Declarant, or its successors or assigns as the developer of the Subdivision, as defined in the Declaration, shall be effective without the prior written consent of the Declarant, its successors or assigns as such Declarant. Provided, further, that no amendment shall make any change in the qualification for membership nor the voting rights of Association Members without the affirmative approval of One-Hundred Percent (100%) Members. No amendment shall be made which is in conflict with the Declaration.

**ARTICLE X
EXISTENCE**

10.1 Term: The term of the Association shall be perpetual; provided, however, in the event that the Association is ever dissolved, the control or right of access to the Subdivision property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

**ARTICLE XI
INCORPORATOR**

11.1 Incorporator: The name and address of the incorporator of this Corporation is as follows:

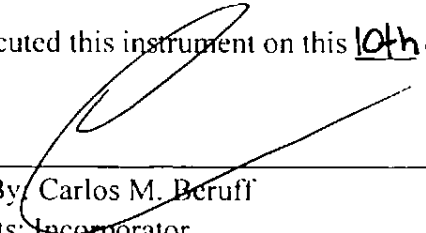
| Name | Title | Address |
|------------------|--------------|--|
| Carlos M. Beruff | Incorporator | 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243 |

**ARTICLE XII
REGISTERED OFFICE AND AGENT**

12.1 Registered Office and Agent: The Association appoints the following person as its Resident Agent under Florida Law. By affixing its signature hereto, the Registered Agent accepts this designation and appointment, and the office of the Resident Agent.

| Name | Title | Address |
|----------------|------------------|--|
| Charlie Tokarz | Registered Agent | 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243 |

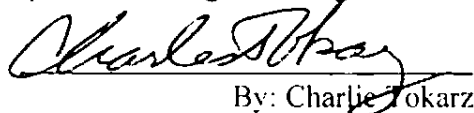
IN WITNESS WHEREOF, the Incorporator has executed this instrument on this 10th day of February, 2020.

By: 
Its: Incorporator

FILED
2020 FEB 18 PM 3:21
SECRETARY OF STATE
TALLAHASSEE, FL

ACCEPTANCE BY REGISTERED AGENT

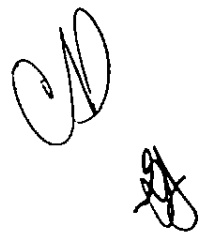
Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as Registered Agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as Registered Agent.


By: Charlie Tokarz

Its: Registered Agent

Executed this 10th day of February, 20 20

FILED
2020 FEB 18 PM 3:21
SECRETARY OF STATE
TALLAHASSEE, FL





February 10, 2020

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

VIA: U.S. Certified Mail (7018 2290 0000 6502 0978) with Return Receipt Requested

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If you have any questions and/or comments, please contact me immediately.

Sincerely,

Geoffrey Jonsson, General Counsel

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Email: geoffreyj@medallionhome.com