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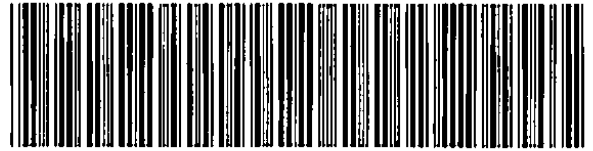
(Business Entity Name)

(Document Number)

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2020-12-14 10:00:00

Derrick Thompson
12/14/2020

ARTICLES OF INCORPORATION
In compliance with Chapter 617, F.S., (Not for Profit)

ARTICLE I NAME

The name of the corporation shall be: US98 Homosassa Condominium Association, Inc.

ARTICLE II PRINCIPAL OFFICE

Principal **street** address:

151 Sawgrass Corners Drive, Suite 202

Ponte Vedra Beach, Fl 32082

Mailing address, if different is:

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: to provide an entity pursuant to Chapter 718, Florida Statutes

(the "Condominium Act"), for the operation of US98 Homosassa, a Condominium, to be created pursuant to the provisions of
the Condominium Act

ARTICLE IV MANNER OF ELECTION The manner in which the directors are elected and appointed: Election

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Paul S. Ferber, Director and Vice Presiden

Address 151 Sawgrass Corners Dr, Ste 202

Ponte Vedra Beach, Fl 32082

Name and Title: Stacey Starsiak, Secretary/Treasurer

Address: 151 Sawgrass Corners Dr., Ste 202

Ponte Vedra Beach, Fl 32082

Name and Title: P. Shields Ferber, Jr., Director and Preside

Address 2655 N. Ocean Drive, Suite 401

Singer Island, Fl 33404

Name and Title: _____

Address: _____

Name and Title: Frank Natanek, Director

Address 2655 N. Ocean Drive, Suite 401

Singer Island, Fl 33404

Name and Title: _____

Address: _____

11/15/08

Name and Title: _____ Name and Title: _____
Address _____ Address: _____

Name and Title: _____ Name and Title: _____
Address _____ Address: _____

ARTICLE VI REGISTERED AGENT

The **name and Florida street address** (P.O. Box NOT acceptable) of the registered agent is:

Name: The Ferber Company
Address: 151 Sawgrass Corners Dr., Ste 202
Ponte Vedra Beach, FL 32082

ARTICLE VII INCORPORATOR

The **name and address** of the Incorporator is:

Name: P. Shields Ferber, Jr.
Address: 2655 N. Ocean Dr., Suite 401
Singer Island, FL 33404

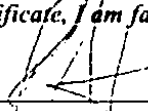
ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: _____. (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five days prior or 90 days after the filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.


Having been named as registered agent to accept service of process for the above stated corporation at the place designated in the certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity



Required Signature of Registered Agent

12/3/2020
Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Required Signature of Incorporator

12/3/2020
Date

**ARTICLES OF INCORPORATION
OF
US98 HOMOSASSA CONDOMINIUM
ASSOCIATION, INC.**

The undersigned incorporator has executed these Articles for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes.

ARTICLE I

Name

The name of the corporation shall be US98 Homosassa Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the Association. The initial principal office and mailing address of the Association is care of The Ferber Company, 151 Sawgrass Corners Drive, Suite 202, Ponte Vedra Beach, Florida, 32082.

ARTICLE II

Purpose

(a) The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of US98 Homosassa, a Condominium, to be created pursuant to the provisions of the Condominium Act and the Declaration of Condominium and Reciprocal Easement Agreement of US98 Homosassa, a Condominium (the "Declaration") when recorded or thereafter amended, in the Public Records of Citrus County, Florida (the "County"). All words defined in the Declaration shall have the same meaning when used herein.

(b) The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Association shall include and be governed by the following provisions.

(a) The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, nor in conflict with the provisions of the Condominium Act.

(b) The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration to the extent allowed by the law, and all of the powers and duties reasonably necessary to operate the Condominium

pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

- 1) The irrevocable right to make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium.
- 2) To use the proceeds of assessments in the exercise of its powers and duties.
- 3) To maintain, repair, replace and operate the Property, in accordance with the provisions of the Declaration, which shall include the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
- 4) To purchase insurance upon the Property and insurance for the protection of the Association and its members as Unit Owners.
- 5) To reconstruct improvements after casualty and to make further improvements to the Property.
- 6) To make and amend reasonable regulations respecting the use of the property in the Condominium.
- 7) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws of the Association and the regulations adopted by the Association.
- 8) To impose fines on Unit Owners or their tenants for violations of the Declaration, these Articles, the Bylaws of the Association or the regulations adopted by the Association in accordance with the provisions of the Condominium Act.
- 9) To contract for the maintenance, management or operation of the Property.
- 10) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.
- 11) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units, unless the individual Unit or Units are owned by the Association, and to assess the same against the Units subject to such liens.
- 12) To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to Unit Owners.
- 13) To borrow funds necessary for the operation of the Association or desirable to meet its long term objectives, as set forth in the Bylaws.

14. To enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefits to the members of the Association.

15. To purchase a Unit or Units in the Condominium and to hold, lease, mortgage and convey the same.

16. To maintain, manage, repair, replace and operate the Surface Water or Stormwater Management System and all associated facilities. The Association shall operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the requirements of the permits issued by the Southwest Florida Water Management District ("SWFWMD") or the Florida Department of Environmental Protection ("FDEP") applicable to the Property and applicable SWFWMD or FDEP rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the maintenance of the Surface Water or Stormwater Management System. 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 Section 40C-42.027, F.A.C. and be approved by SWFWMD or FDEP prior to such termination, dissolution or liquidation.

ARTICLE IV

Members

(a) The members of the Association shall consist of all of the record owners of Units in the Condominium, and in the event of a termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

(b) Change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her unit.

(d) The owner of each Unit shall be entitled to vote as a member of the Association as provided in the Bylaws, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

Directors

(a) The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the Bylaws.

(b) Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the Bylaws. Directors may be removed or vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(c) The initial Board of Directors of the Association, shall be selected by the Declarant. The Directors named in the Articles shall serve until the first election of Directors, and any vacancies in their number occurring prior to the first election shall be filled by the remaining Directors. The first election of Directors shall occur when required by the Condominium Act and as set forth in the Bylaws of the Association.

(d) The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

Paul S. Ferber
151 Sawgrass Corners Drive, Suite 202
Ponte Vedra Beach, FL 32082

P. Shields Ferber, Jr.
2655 N. Ocean Drive, Suite 401
Singer Island, FL 33404

Frank Natanek
2655 N. Ocean Drive, Suite 401
Singer Island, FL 33404

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated by the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: P. Shields Ferber, Jr.
2655 N. Ocean Drive, Suite 401
Singer Island, FL 33404

Vice President: Paul S. Ferber
151 Sawgrass Corners Drive, Suite 202
Ponte Vedra Beach, FL 32082

Secretary/Treasurer: Stacey Starsiak-Demasi
151 Sawgrass Corners Drive, Suite 202
Ponte Vedra Beach, FL 32082

ARTICLE VII

Indemnification and Insurance

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement as being in 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 officers may be entitled.

The Board of Directors may provide that the Association shall purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities set forth above, if the Board determines that such insurance is reasonably available. The premiums for such insurance shall be a Common Expense.

ARTICLE VIII

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX

Amendments

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a Unit Owner. Prior to the transfer of control of the Association to Unit Owners pursuant to the Condominium Act, these Articles may be amended by the majority vote of the Board of Directors. Thereafter, a resolution adopting a proposed amendment must bear the approval of a majority of the Board of Directors and not less than seventy-five percent (75%) of the voting interests of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting.

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by seventy-five percent (75%) of the voting interests of the members of the association.

(d) No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article V, Section C hereof, without approval in writing by all members.

(e) No amendment shall be made that is in conflict with the Condominium Act or the Declaration. For so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that assesses the Declarant as a Unit Owner for capital improvements or that is detrimental to the sale of Units by the Declarant, shall be effective without the written approval of Declarant.

(f) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Official Public Records of the County.

ARTICLE X

Term

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The term of the Association shall be perpetual.

ARTICLE XI

Initial Registered Office and Agent

The street address of the initial registered office of this corporation is 151 Sawgrass Corners Drive, Suite 202, Ponte Vedra Beach, FL 32082, and the name of the initial registered agent of the corporation at that address is The Ferber Company.

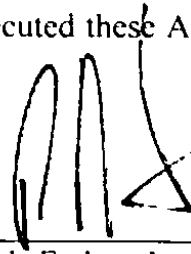
ARTICLE XII

Incorporator

The name and addresses of the incorporator to these Articles of Incorporation is as follows:

P. Shields Ferber, Jr.
2655 N. Ocean Drive, Suite 401
Singer Island, FL 33404

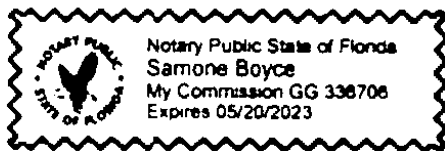
IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation this 3rd day of December, 2020.



P. Shields Ferber, Jr.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12/3/2020 by P. Shields Ferber, Jr. who is personally known to me or has produced _____ as identification.



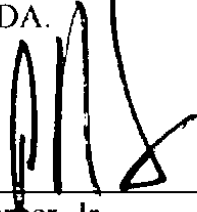


Notary Public, State of Florida

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

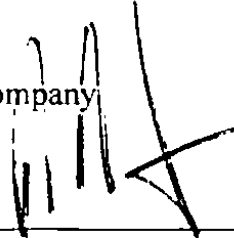
US98 HOMOSASSA CONDOMINIUM ASSOCIATION, INC. DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 151 SAWGRASS CORNERS DR., SUITE 202, PONTE VEDRA BEACH, FL 32082 HAS NAMED THE FERBER COMPANY LOCATED AT 151 SAWGRASS CORNERS DR., SUITE 202, PONTE VEDRA BEACH, FL 32082, ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.



P. Shields Ferber, Jr.

Date: 12/3/2020

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE. I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPERTY AND COMPLETE PERFORMANCE OF MY DUTIES.

The Ferber Company


By

P. Shields Ferber, Jr., President

Date: 12/3/2020