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FLORIDA PROFIT/NON PROFIT CORPORATION
ESTATES AT SOUTHERN PINES HOMEOWNERS ASSOCIATION, INC

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**ARTICLES OF INCORPORATION
FOR
ESTATES AT SOUTHERN PINES HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not-for-Profit
Under the Laws of the State of Florida**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**1
NAME**

The name of the corporation is ESTATES AT SOUTHERN PINES HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws." The terms used in these Articles shall have the meanings set forth in the Declaration of Covenants and Restrictions for Estates at Southern Pines Homeowners Association, Inc. recorded in the Public Records of Osceola County, Florida (the "**Declaration**", and together with the Articles and By-Laws, the "**Governing Documents**").

**2
OFFICE**

The principal office and mailing address of the Association shall be c/o Sovereign & Jacobs Property Management Companies, LLC, 461 A1A Beach Boulevard, St. Augustine, Florida 32080 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act (as hereinafter defined).

**3
PURPOSE**

The Association was organized as a corporation not for profit under the terms and provisions of Chapter 617, Florida Statutes. The purposes and objects of the Association are as follows:

- (1) To promote the health, safety and general welfare of the residents;
- (2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from or set forth in the Governing Documents as amended from time to time, and applicable Florida law.
- (3) To acquire, own, control, operate, manage, maintain, insure, and repair any portion or portions of the Development and any fixtures or personal property appurtenant thereto,

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for the common use and benefit of all the residents of the Development.

(4) To perform all the duties and obligations of the Association as set forth in and in accordance with the terms, provisions, conditions, and authorization contained in applicable Florida law, and the Governing Documents.

4

POWERS

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

- 4.1 General. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and a Florida Homeowner's Association under the Laws of Florida (as they may be amended from time to time), except as expressly limited or restricted by applicable law or the terms of the Association's Governing Documents.
- 4.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Governing Documents, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties, including without limitation for the maintenance and operation of the Surface Water or Stormwater Management System, including but not limited to work within the retention areas, drainage structures or drainage easements.
 - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided, however, the Common Area may not be mortgaged without the consent of the Owners with voting power representing two-thirds (2/3rds) of the votes.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Area and other property to be maintained by the Association pursuant to the Declaration.
 - (d) To purchase insurance upon the Common Area, insurance for the protection of the Association, its officers, directors and Owners, and other insurance required or permitted by the Declaration or applicable Florida law.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
 - (f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Common Area and applicable law.

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- (g) To contract for the management and maintenance of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.
- (h) To employ personnel to perform the services required for the proper operation and maintenance of the Common Area.
- (i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Single-Family Unit or Lot and each Mortgagee of an Owner by acceptance of a lien on said Unit or Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (j) To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the South Florida Water Management District requirements, applicable District rules and the District Permit, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration which relate to the Surface Water or Stormwater Management System.

4.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws. The Association shall have the power to transfer title to the Common Areas to another not-for-profit corporation in which the members of this Association are also the members.

4.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Florida Not-For-Profit Corporation Act (Chapters 617 and 720, Florida Statutes) (the "Act") and as may be approved by the South Florida Water Management District; with respect to the transfer of the Surface Water or Stormwater Management System.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and By-Laws. The provisions of the Declaration shall control over those of the Articles and By-Laws; the provisions of the Articles shall control over the provisions of the By-Laws.

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5 MEMBERS

5.1 Membership. The members of the Association shall consist of the record title owners of Single-Family Units or Lots within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Single-Family Units or Lots.

5.2 Assignment. 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 the Single-Family Units or Lots or Parcels for which that share is held.

5.3 Classes of Memberships and Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A Members shall be all Owners of Single-Family Units and/or Lots, with the exception of the Declarants (hereinafter defined) (as long as the Class B Membership shall exist, and thereafter, the Declarants shall be a Class A Member to the extent each such Declarant would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot owned by such member.

(b) Class B Member. The Class B Members shall initially be Richmond American Homes of Florida, L.P., a Colorado limited partnership, Legacy Land Partners, LLC, a Florida limited liability company, and Trilogy Land Holdings, LLC, a Florida limited liability company (together, the "**Declarants**" and each a "**Declarant**"), who shall be entitled to eight (8) votes for each Lot and/or Single-Family Unit owned by such Declarant. The Class B Members will also include any successors or assigns of the named Class B Members if the Declarant's rights are expressly assigned to such successor or assign. The Class B Membership shall cease and be converted to Class A Membership for Single-Family Units on the happening of any of the following events: ("**Turnover**"):

(1) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Declarants;

(2) In accordance with the turnover rules or requirements of the Act (if sooner than (1) above); or

(3) Such earlier date as the Declarants may choose to terminate the Class B Membership upon notice to the Association.

Section 2. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Once more than fifty percent (50%) of the Lots have been conveyed to members of the Association other than the Declarants, Class A Members other than the Declarants shall be entitled to elect at least one (1) member of the Association's board of directors (the "**Board**"). After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as the Declarants hold for sale in

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the ordinary course of business at least five percent (5%) in the aggregate of the Lots within the Property, each Declarant may elect at least one (1) Director. After Turnover, the Declarants will be a Class A Members with respect to the Lots which each owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

6**INCORPORATOR**

The name and address of the Incorporator of the Association is Kenneth Smith of Richmond American Homes of Florida, LP, 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819.

7**TERM OF EXISTENCE**

Existence of the Association commenced with the filing of the Original Articles and shall exist in perpetuity; provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a not-for-profit corporation with similar purpose. 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 Chapter 62-330, Florida Administrative Code, and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

8**OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME:	ADDRESS:
President: Tim Wheeler	2822 Commerce Park Drive, Suite 100, Orlando, FL 32819
Vice President: Shaw Hutto	2822 Commerce Park Drive, Suite 100, Orlando, FL 32819
Secretary/Treasurer: Erin DeLany	2822 Commerce Park Drive, Suite 100, Orlando, FL 32819

9**DIRECTORS**

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner

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provided by the By-Laws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be members of the Association. After turnover, with the exception of the remaining director appointed by the Declarant, all directors must be Members of the Association.

- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.
- 9.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 9.4 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their resignation and appointment of successors and have taken office, as provided in the By-Laws, are as follows:

NAME:	ADDRESS:
Tim Wheeler	2822 Commerce Park Drive, Suite 100, Orlando, FL 32819
Shaw Hutto	2822 Commerce Park Drive, Suite 100, Orlando, FL 32819
Erin DeLany	2822 Commerce Park Drive, Suite 100, Orlando, FL 32819

- 9.5 Standards. A director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a Committee of which the director is not a member if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

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10**INDEMNIFICATION PROVISIONS**

The Association shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director or officer of the corporation, or a member of any committee established by the Board, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law. Said indemnity will include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director or officer as hereinabove provided. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director or officer after the effective date of such amendment.

(1) However, notwithstanding any other provision of this Article, if the Board of Directors or a court of competent jurisdiction determines that the proceedings against the director or officer who is seeking indemnification either arose out of actions which were outside the scope of the duties or expected activities of such individuals; or arose out of intentional or willful misconduct or self-dealings, or criminal activities; then the Association will be relieved of any obligation to indemnify such individual under this section

(2) Further, notwithstanding any other provisions herein, the advancement of funds, approval of any settlement, and retention of legal counsel for any person being indemnified by the Association will be subject to prior Board approval, and any retention of counsel must be coordinated with the Association due to the potential involvement of insurance counsel.

11**BY-LAWS**

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

12**AMENDMENTS**

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

- 12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 Adoption. Amendments shall be proposed and adopted by the Owners representing two thirds (2/3rds) of the votes of the members of the Association; who are entitled to vote and who participate in the vote, in person or by proxy, at a meeting at which a quorum has been attained.

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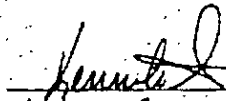
- 12.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarants may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarants alone.
- 12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Osceola County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

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**INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at C T Corporation System, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be 1200 South Pine Island Road, Plantation, Florida 33324.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.



KENNETH SMITH Incorporator

Dated this 16th day of FEBRUARY, 2021.

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

In compliance with the laws of Florida, the following is submitted:

First -That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Osceola, State of Florida, the Association named in the said articles has named C T Corporation System, whose address is 1200 South Pine Island Road, Plantation, Florida 33324 as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


C T Corporation System
Sandra Zwiack, Asst. Secretary,
Registered Agent

Dated this 12th day of February, 2021.