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FLORIDA PROFIT/NON PROFIT CORPORATION
Northshore of Palm Bay Property Owners Association,

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ARTICLES OF INCORPORATION

OF

NORTHSHORE OF PALM BAY PROPERTY OWNERS ASSOCIATION, INC. (A FLORIDA CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is **NORTHSHORE OF PALM BAY PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "**Association**").

2. Principal Office. The principal office of the Association is 2295 Hiawassee Road, Suite 306, Orlando, Florida 32835.

3. Registered Office - Registered Agent. The Association hereby appoints the Registered Agent to accept service of process within the State of Florida and to maintain all records relating to permitting actions by the St. Johns River Water Management District ("**SJRWMD**"). The street address of the Registered Office of Association is 2295 Hiawassee Road, Suite 306, Orlando, Florida 32835. The name of the Registered Agent of the Association is:

ANDREW R. STEEL

4. Definitions. The Declaration of Covenants, Conditions and Restrictions for NORTHSHORE OF PALM BAY (the "**Declaration**") will be recorded in the Public Records of Brevard County, Florida, and shall govern all of the operations of a project to be known as NORTHSHORE OF PALM BAY. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Property, and Improvements thereon; (b) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (c) administer the interests of the Association and the Owners. In addition, the Association shall operate, maintain and manage the SWMS in a manner consistent with the requirements of the Permit and applicable SJRWMD rules, and shall assist in the enforcement of the restrictions and covenants of the Declaration, Bylaws and these Articles, including all such restrictions and covenants which relate to the Surface Water Management System.

6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Governing Documents, including, without limitation, the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and NORTSHORE OF PALM BAY;

7.3 To operate, maintain and manage the Surface Water Management System in all phases of NORTSHORE OF PALM BAY PROPERTY a manner consistent with the Permit issued by the SJRWMD, as amended or modified, requirements and applicable SJRWMD rules, and shall assist in the enforcement of the Declaration which relate to the Surface Water Management System;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and the Bylaws. The Association shall levy and collect adequate Assessments against Members of the Association for the costs of maintenance and operation of the Surface Water Management System. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining NORTSHORE OF PALM BAY, and in particular, without limitation, for the Improvement, repair and maintenance of the Common Property, including without limitation the Surface Water Management System, including but not limited to work within Retention Areas, drainage structures and drainage easements and such other purposes as provided in the Declaration;

7.5 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Property) in connection with the functions of the Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the Turnover Date, upon (a) the approval of a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of NORTSHORE OF PALM BAY to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, establish, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Membership in the Association, NORTSHORE OF PALM BAY, the Common Property, Lots, Architectural Review Committee and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise, including, without limitation, the right to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, NORTSHORE OF PALM BAY, and the Common Property as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.13 To contract for services, including, without limitation, operation and maintenance services, to be provided to, or for the benefit of, the Association, Owners, the Common Property, and NORTSHORE OF PALM BAY as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services and operation and maintenance of the Surface Water Management System;

7.14 To establish committees and delegate certain of its functions to those committees;

7.15 To require all the Owners to be Members of the Association;

7.16 The Association shall operate, maintain, including, without limitation, the performance of routine custodial maintenance, and manage the Surface Water Management System in a manner consistent with the requirements of the Permit and applicable SJRWMD rules, and shall assist in the enforcement of the restrictions and covenants contained therein;

7.17 Demonstrate that the portions of NORTSHORE OF PALM BAY on which the Surface Water Management System is located are owned or otherwise controlled by the Association to the extent necessary to operate and maintain the Surface Water Management System or convey operation and maintenance responsibility to another entity;

7.18 To sue and be sued; and

7.19 To take any other action necessary in furtherance of the purposes for which the Association is organized.

8. Voting Rights. Owners and Declarant shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of three (3) members. Board members shall be appointed and/or elected as stated in the Bylaws. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows: are as follows:

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NAME**ADDRESS**

Franz Hanning

2295 Hiawassee Road, Suite 306
Orlando, FL 32835

Carol Chang

2295 Hiawassee Road, Suite 306
Orlando, FL 32835

Andrew R. Steel

2295 Hiawassee Road, Suite 306
Orlando, FL 32835

10. Duration; Dissolution. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. However, should the Association dissolve, prior to its dissolution the SWMS shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), who has the powers listed in section 12.3.4(b)1. through 8., the covenants and restrictions required in section 12.3.4(c)1. through 9., and the ability to accept responsibility for the operation and maintenance of the SWMS described in section 12.3.4(d)1. or 2., all of SJRWMD's Environmental Resource Permit Applicant's Handbook Volume I (General and Environmental). In addition to and not in place of the preceding sentence, in the event of the dissolution of the Association other than incident to a merger or consolidation, any Member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Property, in the place and stead of the Association, and to make such provisions as may be necessary for the continuing management of the affairs of the dissolved Association and its properties.

11. Intentionally Deleted.

12. Amendment.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant, unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover.

Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members.

12.4 Compliance with Governmental Agencies. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by the SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant, unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows: follows:

President:	Franz Hanning
Vice President:	Carol Chang
Secretary:	Andrew R. Steel
Treasurer:	Andrew R. Steel

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and

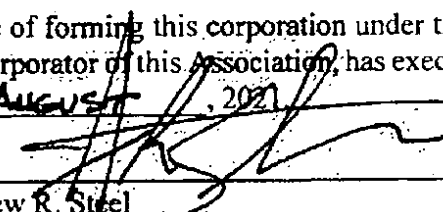
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administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 17 day of AUGUST, 2021.



Andrew R. Steel
2295 Hiawassee Road
Suite 306
Orlando, Florida 32835

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