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FLORIDA PROFIT/NON PROFIT CORPORATION

The Harbor at Lake Henry Homeowners Association, Inc.

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**ARTICLES OF INCORPORATION
OF
THE HARBOR AT LAKE HENRY HOMEOWNERS ASSOCIATION, INC.
(A NOT-FOR-PROFIT CORPORATION)**

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

**ARTICLE 1
NAME OF CORPORATION.**

The name of the corporation is The Harbor at Lake Henry Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Association**").

**ARTICLE 2
PRINCIPAL OFFICE.**

The principal office and mailing address of the Association shall be at The Harbor at Lake Henry Homeowners Association, Inc., c/o Lennar Homes, LLC, 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821, or such other address 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 designated by the Board of Directors.

**ARTICLE 3
REGISTERED OFFICE - REGISTERED AGENT.**

The initial registered agent of the Association shall be CT Corporation System, and the street address of the initial registered office of the Association is The Harbor at Lake Henry Homeowners Association, Inc., c/o CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.

**ARTICLE 4
DEFINITIONS.**

The Community Declaration for Harbor at Lake Henry (the "**Declaration**") will be recorded in the Public Records of Polk County, Florida, and shall govern all of the operations of a community to be known as Harbor at Lake Henry. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

**ARTICLE 5
PURPOSE OF THE ASSOCIATION.**

The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, if any, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the interests of the Association and the Owners.

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ARTICLE 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.

ARTICLE 7
POWERS OF THE ASSOCIATION.

7.1 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:

7.2 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;

7.3 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing the Association and Harbor at Lake Henry ;

7.4 To operate and maintain the SWMS in the event the District does not own and operate all SWMS. The Association shall operate, maintain and manage the SWMS in a manner consistent with the Permit requirements and applicable SFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. To the extent required by the Permit, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SWMS. In the event the District does not own and operate all SWMS, Assessments may be used for the maintenance and repair of the SWMS and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures, and drainage easements;

7.5 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

7.6 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;

7.7 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 Areas, if any) in connection with the functions of the Association except as limited by the Declaration;

7.8 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the written 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 called 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;

7.9 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Harbor at Lake Henry 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;

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

7.11 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Harbor at Lake Henry, the Common Areas, if any, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.12 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.13 To employ personnel and retain independent contractors to contract for management of the Association, Harbor at Lake Henry, and the Common Areas, if any, as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.14 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, if any, and Harbor at Lake Henry, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

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

7.16 To have the power to sue and be sued.

ARTICLE 8
VOTING RIGHTS.

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

ARTICLE 9
BOARD OF DIRECTORS.

9.1 **Board.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors.

9.2 **Duties and Powers.** All of the duties and powers of the Association existing at law or under the Act, the The Harbor at Lake Henry Homeowners Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Members when such approval is specifically required.

9.3 **Term of Declarant's Directors.** The Declarant of Harbor at Lake Henry shall appoint the members of the initial Board of Directors and their replacements who shall hold office for the periods described in the Bylaws. The names and addresses of the persons designated to serve as the initial Board of Directors are as follows:

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<u>NAME</u>	<u>ADDRESS</u>
Lisa Krivan	c/o Lennar Homes, 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821
Michelle Barr	c/o Lennar Homes, LLC., 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821
Barry Bichard	c/o Lennar Homes, LLC., 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821

9.4 Election; Removal. Directors of the Association shall be elected in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.5 Standards. A Director shall discharge his or her 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 or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by (a) one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the matters presented, (b) legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence, or (c) a committee 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 or she performed the duties of the office in compliance with the foregoing standards.

ARTICLE 10 DISSOLUTION.

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 Areas, if any, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of termination, dissolution or final liquidation of the Association, and in the event the SWMS are not otherwise maintained by the CDD, then the responsibility of the operation and maintenance of the SWMS must be transferred to and accepted by an entity that would comply with Rule 62-330.310, Florida Administrative Code (2021), and the Environmental Resource Permit Applicant's Handbook Volume I, Section 12.3, and be approved in writing by the SFWMD prior to such termination, dissolution or liquidation.

ARTICLE 11 DURATION.

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.

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ARTICLE 12 AMENDMENTS.

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 as of the date the Declaration is recorded. 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 called meeting of the members. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SFWMD. 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 HUD, FHA, VA, FNMA, GNMA, SFWMD, 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, 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 HUD, FHA, VA, FNMA, GNMA, SFWMD 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. Any such amendments by the Board shall require the approval of a majority of the Board.

ARTICLE 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.

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

ARTICLE 14
OFFICERS.

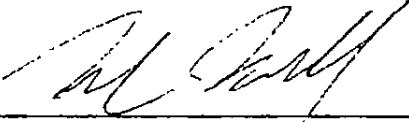
The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board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

President	Lisa Krivan
Vice President	Michelle Barr
Secretary/Treasurer	Barry Bichard

ARTICLE 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 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.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 30th day of June, 2022.



Mark McDonald, Incorporator

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TALLAHASSEE, FLORIDA

REGISTERED AGENT CERTIFICATE

Having been named to accept service of process and serve as registered agent for The Harbor at Lake Henry Homeowners Association, Inc., at the place designated in this Certificate, the undersigned hereby accepts the designation of Registered Agent of the Association, hereby agrees to act in this capacity, and is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

CT CORPORATION SYSTEM

By: /s/ Sandra ZwijackTitle: Asst. SecretaryPrint Name: Sandra Zwijack

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