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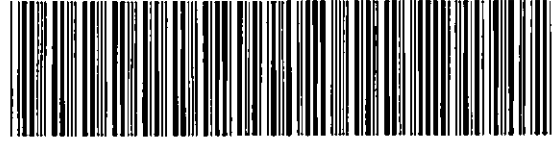
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23

COVER LETTER

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

SUBJECT: TWO RIVERS MASTER ASSOCIATION, INC.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Nathan A. Frazier, Esq.

Name (Printed or typed)

202 S. Rome Ave., Ste 125

Address

Tampa, FL 33606

City, State & Zip

813-999-5693

Daytime Telephone number

laura@frazierbowles.com

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

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EXHIBIT 2

**ARTICLES OF INCORPORATION
OF
TWO RIVERS MASTER ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

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ARTICLES OF INCORPORATION
FOR
TWO RIVERS MASTER ASSOCIATION, INC.
(A NOT-FOR-PROFIT CORPORATION)

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TALLAHASSEE, FL

**ARTICLES OF INCORPORATION
OF
TWO RIVERS MASTER 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 corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is TWO RIVERS MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").
2. Principal Office. The principal office of the Association is: 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is: 202 S. Rome Ave, Suite 125, Tampa, Florida 33606. The name of the Registered Agent of the Association is: Nathan A. Frazier, Esq.
4. Definitions. The MASTER DECLARATION FOR TWO RIVERS MASTER (the "Declaration") will be recorded in the Public Records of Pasco County, Florida, and shall govern all of the operations of a community to be known as TWO RIVERS MASTER. 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: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the rights and interests of the Declarant, Builders, the Association and the Owners.
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 have, subject to the limitations and reservations set forth in the Declaration, 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 Declaration and Bylaws 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, the Neighborhood Association(s) and TWO RIVERS MASTER;
 - 7.3 To operate and maintain the SWMS, in the event the District does not own and operate 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 SWFWMD Permit requirements and applicable SWFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. To the extent required by the SWFWMD 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.
 - 7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws, and any other governing documents of the Association;

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TALLAHASSEE, FL

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 Areas) in connection with the functions of the Association except as limited by the Declaration.

7.7 To borrow money and hold forms of surety, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the prior written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) two-thirds (2/3) of the Board at a duly noticed meeting at which there is a quorum, to 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, grant concession, create easements upon, sell or transfer all or any part of TWO RIVERS MASTER 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, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, TWO RIVERS MASTER, the Common Areas, the Neighborhood Association(s), Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.11 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;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, TWO RIVERS MASTER, and the Common Areas as provided in the Declaration and to delegate such contract all or any part of the powers and duties of the Association;

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, the Neighborhood Associations, where applicable, and TWO RIVERS MASTER, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

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

7.15 To have the power to sue and be sued;

7.16 To take any other action necessary or desirable to carry out any purpose for which the Association has been organized; and

7.17 To enter into agreements, if necessary, with other homeowners associations, property associations or other third parties, including, without limitation, any cost-sharing agreements or agreements to acquire licenses, leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of TWO RIVERS MASTER, which may include but will not be limited to, facilities, country clubs, CDD amenities, golf courses, marinas, submerged land, parking areas, restaurants, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes, the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

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

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9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the Board shall be composed of five (5) members who serve staggered 3 year terms. 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:

<u>NAME</u>	<u>ADDRESS</u>
Carlos de la Ossa	111 South Armenia Avenue, Suite 201 Tampa, Florida 33609
Nick Dister	111 South Armenia Avenue, Suite 201 Tampa, Florida 33609
Tom Spence	111 South Armenia Avenue, Suite 201 Tampa, Florida 33609

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 the affairs of the dissolved Association and to manage the Common Areas, 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. If the Association ceases to exist and the District does not own and operate all the SWMS, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation. For purposes of dissolution of the corporation or termination of the Association, an owner required vote shall be cast by the owners individually, and not cast through the Neighborhood Voting Representatives; under no circumstances shall such voting threshold be less than 9/10ths of all owners in the Association.

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. However, in the event of the termination, dissolution or final liquidation of the Association, the SWMS will be transferred to and maintained by one of the entities identified in the SWFWMD's Environmental Resource Permit Applicant's Handbook, Volume 1 sections 12.4.1(a) through (f), who has the powers listed in sections 12.4.3(b) through 8, the covenants and restrictions required in sections 12.4.3(c) through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the SWMS described in sections 12.4.3(d) 1 or 2 prior to its dissolution.

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 the Declarant unless such amendment receives the prior written consent of the Declarant, which may be withheld for any reason whatsoever. Further, notwithstanding any other provision herein to the contrary, for so long as a Builder owns any Lot within TWO RIVERS MASTER, no amendment to these Articles that materially and adversely affect the Lots owned by such Builder shall be effective unless such amendment receives the prior written consent of such Builder. 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, the Declarant shall have the unilateral right to amend these Articles as it deems appropriate, without notice to or the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date these Articles are recorded in the Public Records or except as expressly set forth herein. Such amendment needs only to be executed with the formalities of a deed, and

upon recording in the public records of the county, shall become effective immediately. The Declarant's right to amend under this provision is to be construed as broadly as possible. Declarant's approval must be obtained on any and all amendments prior to Turnover. After Turnover but prior to the Community Completion Date, an amendment may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover, as provided in Section 12.3 below; however, as long as Declarant or Builder own lots in the community, the Declarant shall be required to join in such amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

12.3 Amendments After the Turnover. Except as otherwise provided herein, after the Turnover, these Articles may be amended with the written, balloted, casted, statutorily electronic, or proxied approval, or a combination thereof, of (i) a majority of the Board; and (ii) the approval of Neighborhood Voting Representatives casting votes equal to at least fifty-one percent (51%) of the Voting Interests present (in person, by casted ballot, in writing, by electronic submission, or by proxy) at a duly noticed meeting of the Neighborhood Voting Representatives and/or members of the Association at which there is a quorum, depending on the type of vote required. A quorum for any meeting of the members for the purpose of approving amendments after the Turnover shall be established by the presence, in person, by proxy, or by ballot, of the Neighborhood Voting Representatives holding more than fifty (50%) of the Voting Interests and/or members entitled to cast ten percent (10%) of the total Voting Interests voted individually, depending on the type of vote required. The Association shall give the Declarant sixty (60) days' prior written notice of its intent to amend these Articles, along with their proposed written amendment by prepaid, certified mail, return receipt requested. The Declarant shall be deemed to have approved such amendment if the Association does not receive a written response from the Declarant within said sixty (60) day period. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to the Governing Documents shall materially and adversely affect the rights of Builders unless such amendment receives the prior written consent of the Declarant and affected Builders, as determined by such Builders in their reasonable discretion, which consent may be withheld for any reason whatsoever.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. 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, SWFWMD, 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, the Neighborhood Association(s), 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 HUD, FHA, VA, FNMA, GNMA, SWFWMD 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. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. 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.

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 the Declarant.

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:

President:	Carlos de la Ossa	111 South Armenia Avenue, Suite 201 Tampa, Florida 33609
Vice President:	Nick Dister	111 South Armenia Avenue, Suite 201 Tampa, Florida 33609
Secretary/Treasurer:	Tom Spence	111 South Armenia Avenue, Suite 201 Tampa, Florida 33609

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, costs 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.

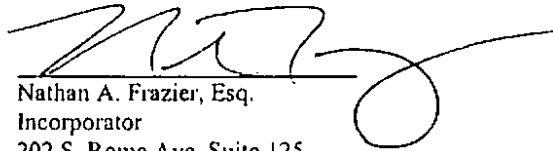
16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, or other organization in which one (1) or more of its 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, or solely because said Officers' or Directors' votes are counted for such purpose. 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.

17. Florida Statutes. Any references to particular chapters, acts, or sections of the Florida Statutes, shall be references to such sections, chapters, acts, as the same is constituted on the date of the recording of the Declaration in the Public Records and as it may be hereafter renumbered, unless specifically stated otherwise. Unless stated otherwise (e.g., as amended from time to time), any reference to a provision or specific article, section, paragraph, sub-article, section, or sub paragraph of the Florida Statutes is a reference to the same as it is constituted on the date of the recording of the Declaration in the Public Records or as it may be hereafter renumbered; provided, however, the Board of Directors may adopt procedural amendments to applicable Florida Statutes through a Resolution voted on by a majority of the Board, recorded in the public records of the county. Regardless of whether the Resolution is recorded, it shall be effective to adopt the procedural amendments stated specifically, or stated in general, such procedural amendments shall apply to the extent and as permitted by and in accordance with Florida law. A Resolution may also be revoked by the Board of Directors with the same majority vote of the Board of Directors.

[Signature on Following Page]

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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 25th day of January, 2023.



Nathan A. Frazier, Esq.
Incorporator
202 S. Rome Ave, Suite 125
Tampa, Florida 33606

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CLERK OF STATE
TALLAHASSEE, FL

ACCEPTANCE BY REGISTERED AGENT

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

Dated this 25th day of January, 2023.

Frazier & Bowles, Attorneys at Law

By: _____

Nathan A. Frazier, Esq.

Registered Office:
202 S. Rome Ave, Suite 125
Tampa, Florida 33606

Principal Corporation Office:
111 South Armenia Avenue, Suite 201
Tampa, Florida 33609

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