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**FLORIDA PROFIT/NON PROFIT CORPORATION
SILVER MEADOWS HOMEOWNERS ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION
OF
SILVER MEADOWS HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

I. NAME AND DEFINITIONS.

The name of this corporation shall be SILVER MEADOWS HOMEOWNERS ASSOCIATION, INC. (the "**Association**"). All capitalized terms contained in these Articles of Incorporation (these "**Articles**") that are not otherwise defined herein shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Silver Meadows to be recorded in the public records, of St. Johns County, Florida (the "**Declaration**").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be is 7411 Fullerton St., Suite 220, Jacksonville, Florida, 32256, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair, and replace the Common Area, including without limitation the structures, landscaping and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To cooperate with the Master Association other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

D. To provide, purchase, lease, acquire, replace, improve, maintain, operate, and repair such buildings, structures, landscaping, equipment, and to provide such other services for the benefit of the Members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its Members.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration and/or the Master Declaration.

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

IV. **GENERAL POWERS.**

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property, to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation or association (including without limitation contracts for services to provide for the operation and maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. 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 the 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 of voting Members 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.

I. To merge with any other association which may perform similar functions located

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within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration and/or the Master Declaration.

K. To have the power to sue and be sued.

L. To take any other action necessary or desirable to carry out any purpose for which the Association has been organized.

M. To enter into agreements 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 SILVER MEADOWS, including, but not limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2023), 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.

N. To establish committees (which may be comprised of Owners and individuals which are not Directors or Officers of the Board) and delegate certain of its functions to those committees.

O. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of SILVER MEADOWS 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.

P. 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.

V. **MEMBERS.**

The members of the Association ("**Members**") shall consist of the Declarant and each Owner. The Declarant rights with respect to membership in the Association are set forth in the Declaration, these Articles, and the Bylaws. The Association shall have two (2) classes of voting membership as noted in Article VI below.

VI. **VOTING AND TURNOVER.**

A. In addition to the Declarant, upon acceptance of title to a Lot, and as additionally provided in the Declaration and the Bylaws, each Owner shall be a Member of the Association. Membership rights are governed by the provisions of the Declaration, these Articles, and the

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Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant rights with respect to membership in the Association are set forth in the Declaration, these Articles and the Bylaws. The Association shall have the following two (2) classes of voting membership:

1. Class A Members. Class A Members shall be all Owners (excluding Declarant); provided, however, prior to Turnover, AG shall be a Class B Member. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be Members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
2. Class B Member. The Declarant and AG shall be Class B Members and shall be entitled to nine (9) votes for each Lot owned by the Declarant or AG, as applicable; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant and AG shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant and AG shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant and AG shall be entitled to one (1) vote for each Lot owned by the Declarant or AG, as applicable. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:
 - i. When ninety percent (90%) of the total Lots ultimately planned for SILVER MEADOWS are conveyed to members other than the Declarant; provided, however, for purposes of establishing the date required for Turnover, the term "Members other than the Declarant" shall not include Builders (including AG), contractors, or others who purchase a Lot or Parcel for the purpose of constructing Homes for resale;
 - ii. When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; provided, however, notwithstanding the foregoing, as long as Lennar is the Declarant and as long as AG is the record title owner of any Lot(s) or other portion of SILVER MEADOWS, or any annexable property, Lennar may not, without the

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prior written consent of AG, elect to cause the Turnover to occur; or

iii. As otherwise required by Section 720.307, Florida Statutes (2023).

B. When an Owner is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. Unless a different number of votes is required for any action to the extent expressly provided in these Articles, the Declaration or the Bylaws, the affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present (in person or by proxy), or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association. For the purposes of determining who may exercise the voting interest associated with each Lot, the following rules shall govern:

- i. Home Owned By Legally Married Couple. Either spouse (but not both) may exercise the vote with respect to a Lot. In the event the spouses cannot agree, neither may exercise the voting interest for such Lot.
- ii. Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its voting interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the voting interest associated with such Lot. In the event of a conflict between trustees, the voting interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the voting interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.
- iii. Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with such Lot.

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- iv. Limited Liability Companies. If a Lot is owned by a limited liability company, the company shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with such Lot.
- v. Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the voting interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the voting interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a voting interest, the voting interest for such Lot cannot be exercised.
- vi. Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the voting interest with respect to such Lot. In the event that there is a conflict among such individuals, the voting interest for such Lot cannot be exercised.
- vii. Liability of the Association. The Association may act in reliance upon any writing, instrument or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of voting interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of voting interests (e.g., the execution of a Voting Certificate).

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of these Articles and the Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of any monetary obligations due the Association for more than ninety (90) days may be deemed by the Board of Directors to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

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A. The affairs of the Association shall be managed by a Board of Directors consisting of an odd number not less than three (3) and not more than five (5) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. Until the Turnover Date (after which Members other than the Declarant become entitled to elect a majority of the members of the Board of Directors pursuant to Section 720.307, Florida Statutes (2023)), the Declarant shall have the right to appoint all of the Directors; provided however, the Members other than the Declarant shall become entitled to elect at least one (1) Director at such time and in the manner prescribed by Section 720.307, Florida Statutes (2023). The Declarant shall be entitled to elect at least one (1) Director for such time and in the manner prescribed by Section 720.307, Florida Statutes (2023).

B. Elections shall be by plurality vote. Directors shall initially serve one (1) year terms; provided, however, at the first annual election of the Board of Directors following the date that the Members other than the Declarant shall become entitled to elect a majority of the Directors, the terms of office of the Directors receiving the highest number of votes shall be established at two (2) years, and the remaining Directors shall serve for terms of one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

NAME	ADDRESS
Zenzi Rogers	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256
Tiffany Csalovszki	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256
Joseph Panchula	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the office of President. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual

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meeting of the Members and until their successors are duly elected and qualified are:

President: Zenzi Rogers	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256
Vice President: Tiffany Csalovszki	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256
Secretary/Treasurer: Joseph Panchula	7411 Fullerton St., Suite 220, Jacksonville, Florida 32256

IX. **CORPORATE EXISTENCE.**

The Association shall have perpetual existence. These Articles shall become effective and the existence of the Association shall commence upon filing as prescribed by law.

X. **BYLAWS.**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. **AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

A. **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant, AG, or a Builder, unless such amendment receives the prior written consent of the Declarant, AG, or such Builder, as applicable, which may be withheld for any reason whatsoever. Further, so long as AG owns any Lot or other portion of the Property, any amendment to these Articles shall require the prior written approval of AG. 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 of St. Johns County, Florida.

B. **Amendments prior to the Turnover.** Prior to the Turnover, but subject to the general and specific restrictions on amendments set forth above, and subject to the prior written approval of AG, the 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. The 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 the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the public records of St. Johns County, Florida.

C. **Amendments From and After the Turnover.** After the Turnover, but subject to the

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general and specific 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 of voting Members present (in person or by proxy) at a duly noticed meeting of the Members.

D. Compliance with HUD, FHA, VA, FNMA, GNMA, and SJRWMD. 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, 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, 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, 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. 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.

E. Limitations. 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. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere

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or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

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XIV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved or merged, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System transferred to and accepted by an entity which is approved by the SJRWMD, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 62-330.310, Florida Administrative Code, Applicant's Handbook Volume I, Section 12.3 or other administrative regulation of similar import.

XV. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes (2023). For purposes of any vote of the Members required pursuant to said statutes, for so long as the Declarant shall own any portion of the Property, any such merger or consolidation shall require the Declarant's prior approval.

[Signatures begin 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 6th day of February, 2024.



Christian F. O'Ryan, Esq.
Incorporator
401 E. Jackson Street, Suite 2100
Tampa, Florida 33602

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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 6th day of February, 2024.

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.

By: _____



Christian F. O'Ryan, Esq.

Registered Office:

401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Principal Corporation Office:

7411 Fullerton St., Suite 220,
Jacksonville, Florida 32256

2024