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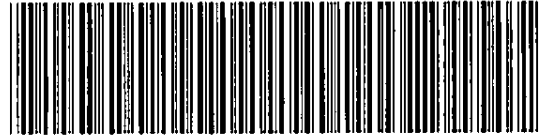
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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

GARDENS AT DIANA POINTE COMMUNITY ASSOCIATION, INC.

Please Debit FCA000000003 For: 78.75

Thank you Seth Neeley



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

SUBJECT: GARDENS AT DIANA POINTE COMMUNITY 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: RUSSELL A. SIBLEY, JR.

Name (Printed or typed)

620 E TWIGGS ST -- STE 204

Address

TAMPA, FL 33602

City, State & Zip

813-918-9776

Daytime Telephone number

russell@rsibleylaw.com

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

FILED
2024 MAR 12 PM 3:25
CLERK OF THE COURT
JUDICIAL CIRCUIT IN AND FOR
THE SEVENTH JUDICIAL CIRCUIT
TALLAHASSEE, FLORIDA

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

**ARTICLES OF INCORPORATION
OF
GARDENS AT DIANA POINTE COMMUNITY ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617 and 720, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is Gardens at Diana Pointe Community Association, Inc. (hereinafter called the "Association").

**ARTICLE II
PRINCIPAL OFFICE OF THE ASSOCIATION**

The principal place of business and the mailing address of the Association are located at c/o Corporation to Develop Communities of Tampa, Inc., 1907 E Hillsborough Ave, Suite 100, Tampa, FL 33610.

**ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the Association is 1907 E Hillsborough Ave, Suite 100, Tampa, Florida 33610, and the name of the initial registered agent to accept service of process within the State of Florida at that address is Ernest M. Coney, Jr.

**ARTICLE IV
DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Gardens at Diana Pointe, recorded or to be recorded in the Public Records of Hillsborough County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which the Association is formed are to promote the health, safety, and general welfare of the residents within the Property described in the Declaration, and any additions thereto as may hereafter be brought under the jurisdiction of the Association. The

Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, operation and improvement of the Property, including, without limitation, the following powers:

- (a) Own and convey real property;
- (b) Own, operate, maintain and convey the Common Area, including, without limitation, the Surface Water Management System and any personal property owned by the Association;
- (c) Operate and maintain the Surface Water Management System including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain, compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, to demonstrate the land on which the Surface Water management System is located is owner or controlled by the Association as necessary to operate and maintain the Surface Water Management System or convey operation and maintenance to another entity, and to contract for services to provide for such operation and maintenance, with the power to accept future phases into the Association that will utilize the Surface Water Management System;
- (d) Grant easements as to the Common Area to public and private utility companies, including, without limitation, cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utilities and other services thereto, and to enter into shared facilities agreements and related reciprocal easement agreements as may be deemed desirable to provide for utilities and other facilities, and the maintenance thereof and costs associated therewith with any third parties, including, without limitation, homeowners' associations and other public and private utility companies, agencies and entities;
- (e) Establish rules and regulations for the operation of the Association, the Common Areas and the Community;
- (f) Annex additional real property in accordance with the provisions of the Declaration;
- (g) Sue and be sued and enforce by legal means the provisions of the HOA Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations and the policies of the Association;

(h) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses, taxes and charges in connection therewith and all office and other expenses incident to the conduct of the Association;

(i) To hold funds solely and exclusively for the benefit of the Members for the purposes set forth herein and in the Declaration and Bylaws;

(j) Abate nuisances and enjoin or seek damages from Owners for violation of the provisions of these Articles, the Bylaws, the Declaration and any rules and regulations of the Association;

(k) Contract for services for operation and routine custodial maintenance to be provided to and for the benefit of the Association, including, without limitation, contract for services to provide for the operation and maintenance of the Master Surface Water Management System if the Association contemplates employing a maintenance company for such purposes; and

(l) Purchase insurance of any nature in such amounts and with such companies as the Board of Directors shall deem necessary or appropriate.

ARTICLE VI **MEMBERSHIP**

Section 1. Members. Every Owner of a Lot shall be a Member of the Association and subject to the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot. If more than one Class "A" vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VII **BOARD OF DIRECTORS**

The affairs of this Association shall be managed and administered by a Board of Directors consisting of at least three (3) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board or by amendment to the Bylaws of the Association; provided that there shall always be an odd number of directorships created. Each director must be either (1) a Member of the Association, or (2) an officer, director or agent either of Declarant or of a member of

Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Ernest M. Coney, Jr.	1907 E. Hillsborough Ave., Tampa, FL 33610
Ryan McClure	1907 E. Hillsborough Ave., Tampa, FL 33610
Chamaine Moss-Torres	1907 E. Hillsborough Ave., Tampa, FL 33610

Any other provision of this Article VII to the contrary notwithstanding, Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than the earliest of the events specified in Article IV of the Declaration. Until then, Declarant shall be entitled to appoint and remove all members of the Board of Directors, except that Members other than Declarant are entitled to elect one (1) member of the Board of Directors if fifty percent (50%) of the parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members. Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in Directorships to which Directors were appointed by the Declarant under the provisions of Article VII shall be filled by the Declarant without the necessity of any meeting. Any such appointed Director shall serve for the remaining term of his predecessor. After Declarant relinquishes its right to appoint the majority of the Board of Directors, the Members shall elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE VIII **DURATION**

The corporation shall commence to exist upon the filing of these Articles with the Florida Department of State and shall thereafter exist in perpetuity. In the event the Association is dissolved, the Master Surface Water Management System and any other Common Area shall

be conveyed to an appropriate agency of local government, and that if such property is not accepted thereby, then the Master Surface Water Management System and any other Common Area shall be dedicated to another not for profit corporation

ARTICLE IX **AMENDMENTS**

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

Section 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 Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes. Subject to the terms of Article XIV, any amendment to these Articles of Incorporation shall require the assent of two thirds (2/3) of the votes of the entire membership without regard to class.

Section 3. Amendment by Declarant. Notwithstanding the provisions of Sections 1 and 2 of this Article X, the Declarant shall have the right to amend these Articles at any time in its sole and absolute discretion so long as Class B Membership exists.

Section 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 Hillsborough County, Florida.

Section 5. Limitations. No amendment shall be made that is in conflict with the Declaration.

ARTICLE X **BYLAWS**

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE XI **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) 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, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent

or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XII **INCONSISTENCY**

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIII **REQUIRED APPROVALS**

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Area, dedication to the public of any Common Area, any amendment of the Declaration or these Articles, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the

Master Surface Water Management System must be transferred to and accepted by an entity which would comply with applicable rules of the Southwest Florida Water Management District and be

ARTICLE XIV **INCORPORATOR**

The name and street address of the sole incorporator to these Articles of Incorporation is Russell A. Sibley, Jr. 620 E. Twiggs Street, Suite 204, Tampa, Florida 33602.

ARTICLE XV **OFFICERS**

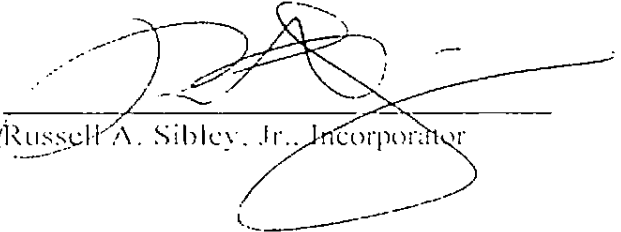
The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The Declarant shall have the right to appoint and remove any officer until Turnover; thereafter the officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>
Ernest M. Coney, Jr. 1907 E. Hillsborough Ave. Ste 100 Tampa, FL 33610	President
Chamain Moss-Torres 1907 E. Hillsborough Ave. Ste 100 Tampa, FL 33610	Secretary
Ryan McClure 1907 E. Hillsborough Ave. Ste 100 Tampa, FL 33610	Treasurer

[signature page to follow]

[Signature Page to Articles of Incorporation of Gardens at Diana Pointe Community Association, Inc.]

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 7th day of March, 2024.



(Russell A. Sibley, Jr., Incorporator)


FILED
2024 MAR 12 PM 3:25
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DALLAS, TEXAS

GARDEN AT DIANA POINTE COMMUNITY ASSOCIATION, INC.

CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, it is familiar with the duties and obligations of Registered Agent and it hereby agrees to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

REGISTERED AGENT:

By: 
Ernest M. Coney, Jr.

Address:
1907 E Hillsborough Ave, Suite 100
Tampa, Florida 33610

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JAN 12 PM 2:26
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