

N24000007125

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

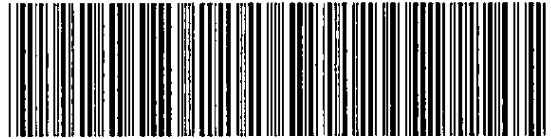
(Document Number)

Certified Copies \_\_\_\_\_

Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



100430330821

01/05/21 -01012--017 \*\*70.00

## COVER LETTER

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

**SUBJECT:** PARCEL M12 OWNERS' 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: G. Matthew Brockway  
Name (Printed or typed)

2033 Main Street, Suite 600  
Address

Sarasota, FL 34237  
City, State & Zip

941-366-8100  
Daytime Telephone number

mbrockway@icardmerrill.com

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

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

**ARTICLES OF INCORPORATION  
OF  
PARCEL M12 OWNERS' ASSOCIATION, INC.,  
A FLORIDA NOT-FOR-PROFIT CORPORATION**

---

The undersigned hereby incorporates for the purpose of becoming a not-for-profit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, immunities, liability, privileges, and rights of a not-for-profit corporation.

**ARTICLE I  
NAME, OFFICE, AND REGISTERED AGENT**

**1.1     Name.** The name of this corporation shall be "Parcel M12 Owners' Association, Inc.," a Florida not-for-profit corporation (hereinafter referred to as the "**Association**").

**1.2     Office.** The street address of the initial principal office and mailing address of the Association is: 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544.

**1.3     Initial Registered Agent.** The initial registered agent for the Association is: James W. Goodwin, II, Esq., 201 North Franklin Street, Suite 2000, Tampa, Florida 33602.

**ARTICLE II  
DEFINITIONS**

**2.1**     The words used in these Articles of Incorporation ("**Articles**") shall be given their normal, commonly understood definitions. Unless defined in these Articles, capitalized terms shall have the same meanings as used in the "Declaration of Covenants, Conditions, Restrictions, and Easements for Parcel M12 of Wiregrass Ranch Located in Pasco County, Florida, and for the Parcel M12 Owners' Association, Inc." ("**Declaration**"), as it may be amended or supplemented from time to time.

**ARTICLE III  
PURPOSE**

**3.1**     The Association shall be a specific purpose entity solely to manage and Maintain the Surface Water Management System, Roadway Improvements, and Common Areas within the Subject Property within Parcel M12 of the Wiregrass Ranch IDRI/MPUD located in Pasco County, Florida, which purpose includes, but is not limited to and without limitation:

**3.1.1**     To operate as a not-for-profit corporation pursuant to Chapter 617, *Fla. Stat.* The Association does not contemplate pecuniary gain or profit to the Members thereof.

**3.1.2**     To enter into, administer, enforce, and carry out the terms and provisions of the Declaration, as same may be amended or supplemented from time to time, and to exercise such powers and perform such other duties and discharge such other responsibilities as may be imposed upon, or assigned, delegated, or granted to, or otherwise permitted to be exercised by, the Association pursuant to the Declaration.

**3.1.3**     To provide for the management, Maintenance, and preservation of the Surface Water Management System, Roadway Improvements, and Common Areas within the Subject Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the Declaration.

3.1.4 To hold, manage, and own such portions of the Subject Property as may be conveyed to the Association, pursuant to Declaration and any Amendment or Supplement thereto.

#### **ARTICLE IV** **POWERS**

4.1 **General Powers.** The Association shall have all of the common law and statutory duties, powers, and privileges of a Florida not-for-profit corporation, which are not in conflict with the terms of these Articles, and all of the duties, powers, and privileges set forth in the Declaration.

4.2 **Specific Powers.** In addition to the aforementioned general powers the Association shall have all of the powers and duties reasonably necessary to manage and Maintain the Surface Water Management System, Roadway Improvements, and Common Areas within the Subject Property, including but not limited to and without limitation, the following:

4.2.1 To enter into, establish, and enforce agreements, covenants, Bylaws, and/or Use Restrictions, Rules, and Regulations appropriate and/or necessary to carry out the purposes of the Association, and as may be otherwise contemplated, permitted, and/or required by the Association.

4.2.2 To make and collect Specific Assessments against any Member to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the portions of the Surface Water Management System and/or Roadway Improvements contained within, and/or adjacent to or abutting, that Member's respective Lot(s) and/or Tract(s).

4.2.3 To make and collect Base Assessments and/or Special Assessments to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the portions of the Surface Water Management System, Roadway Improvements, and/or Common Areas which are not contained within any Member's Lot(s) and/or Tract(s).

4.2.4 To make and collect Base Assessments and/or Special Assessments to use in the purchase of insurance.

4.2.5 To make and collect Base Assessments and/or Special Assessments to use in the administration of the Association's affairs.

4.2.6 To make and collect Base Assessments and/or Special Assessments to use in fulfilling the Association's defense and indemnity obligations provided in **Article IX** of these Articles.

4.2.7 If provided in the Declaration, the Bylaws, and/or Use Restrictions, Rules, and Regulations, to charge interest and late charges on delinquent or past-due Assessments, and to accelerate the Assessments of a Member whom is delinquent in payment of any installment of Assessments.

4.2.8 To hold funds for the exclusive benefit of its Members, as set forth in these Articles or as provided in the Bylaws and/or a future agreement of the Members.

4.2.9 To purchase insurance for the protection of the Association, its Board (directors, officers, committee members, and/or members of boards appointed by the Board), Members, and such other parties as the Association may determine to be in the best interests of the Association.

4.2.10 To administer, convey, improve, lease, own, Maintain, manage, mortgage, operate, purchase, repair, replace, and/or sell real and/or personal property on behalf of the Association, including, but

not limited to and without limitation, Lots, Property Units, and/or Tracts within the Subject Property.

**4.2.11** To administer, install, Maintain, manage, operate, replace and/or replace all the Surface Water Management System, Roadway Improvements, and Common Areas within the Subject Property as may be determined appropriate and/or necessary by the Board from time to time, or as may be otherwise contemplated, permitted, and/or required by a future agreement of the Members.

**4.2.12** To Maintain, manage, operate, and repair the Surface Water Management System in accordance with the Declaration and/or in a manner consistent with the requirements of any applicable SWFWMD permits and rules, to assist with the enforcement of the restrictions and covenants contained therein.

**4.2.13** To make, amend, and enforce reasonable Bylaws and/or Use Restrictions, Rules, and Regulations respecting the use of the Surface Water Management System, Roadway Improvements, and/or Common Areas within the Subject Property, for the health, comfort, safety, and welfare of the Members. All such Bylaws and/or Use Restrictions, Rules, and Regulations, and amendments or supplements thereto, shall be approved by the Board in accordance with the Declaration, these Articles, and the Bylaws.

**4.2.14** To enforce by legal means the provisions of the Association's Governing Documents.

**4.2.15** To perform all acts necessary to comply with the provisions of the Association's Governing Documents, and to act with all powers enumerated therein.

**4.2.16** To contract for the Maintenance, management, and/or operation of the Surface Water Management System, Roadway Improvements, and/or Common Areas within the Subject Property, and to delegate to such contractor(s) all powers and duties of the Association, except to the extent as such are specifically required to have the approval of the Board and/or Members.

**4.2.17** To contract with and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions which may include but shall not be limited to: enforcing the Governing Documents, collecting Assessments, preparing records, procuring bids, and/or Maintaining, repairing, and/or replacing the Surface Water Management System, Roadway Improvements, and Common Areas within the Subject Property, with such funds as shall be made available by the Association for such purposes.

**4.2.18** To employ personnel necessary to perform the duties, obligations, and/or services required of, or to be performed by, the Association for the proper Maintenance, management, and operation of the Surface Water Management System, Roadway Improvements, and Common Areas within the Subject Property, and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever reasonable contractual arrangement the Board shall enter into.

**4.2.19** To purchase and own Lots, Property Units, and/or Tracts in the Subject Property, and to acquire and hold, lease, mortgage, and/or convey the same, subject however, to the provisions of the Governing Documents and any future agreement of the Members.

**4.2.20** To obtain loans to provide funds for improving, Maintaining, operating, repairing, and/or replacing the Surface Water Management System, Roadway Improvements, and Common Areas within the Subject Property, and to pledge the income of the Association from Assessments as security for such loans.

**4.2.21** To honor and perform under all contracts and agreements entered between third-

parties and the Association.

4.2.22 To sue and be sued and to defend the same as provided for by Florida law.

## **ARTICLE V**

### **MEMBERS**

5.1 **The Members.** The Association shall have two (2) classes of membership: Class A Members and Class B Members.

- (a) **Class A Members.** The Class A Members shall be exclusively comprised of Owners of Lots. Each Lot Owner shall only have one (1) Class A membership in the Association for each separate Lot owned, regardless of the number of acres owned. In the event the Subject Property is ever re-platted to add or delete Lots within the Subject Property, the number of total Class A Members in the Association shall automatically adjust pursuant to the number of such Lots on the new plat.
- (b) **Class B Members.** The Class B Members shall be exclusively comprised of Owners of Tracts. Each Tract Owner shall only have one (1) Class B membership in the Association, regardless of whether the Person owns more than one (1) Tract. In the event the Subject Property is ever re-platted to add or delete Tracts within the Subject Property, the number of total Class B Members in the Association shall automatically adjust pursuant to the number of such Tracts on the new plat.

Membership is restricted to Owners and is not intended to include persons or entities that hold an interest in a Lot or Tract merely as security for the performance of an obligation. Membership shall run with the land and be appurtenant to and may not be separated from ownership of any Lot or Tract.

5.2 **Transfer of Membership.** Transfer of a membership in the Association shall be established by the recording in the County's official public records of a deed or other instrument establishing a transfer of record title to any Lot and/or Tract for which membership has already been established. The Owner designated by such instrument of conveyance thereby becomes a Member, and the prior Member's membership thereby is terminated. In the event of death of a Member, her/his membership shall be automatically transferred to her/his heirs or successors in interest. Notwithstanding the foregoing, the Association shall not be obligated to recognize a transfer of membership until such time as the Association receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Lot and/or Tract, and it shall be the responsibility and obligation of the former and the new Owner of the Lot and/or Tract to provide such true copy of said recorded instrument to the Association.

## **ARTICLE VI**

### **VOTING RIGHTS**

6.1 **Number of Votes.** For any vote of the Members, each Class A Member shall have: one (1) equal vote for each Lot owned by such Class A Member. Class B Members shall not hold any voting rights in the Association.

6.2 **Voting by Co-Owners.** If a Lot is owned by more than one (1) Owner, all co-owners shall share the voting privileges of such membership as a single Class A Member, subject to reasonable Board regulation and the restrictions on voting set forth in these Articles in and in the Bylaws.

6.3 **Proxies.** Except as otherwise specifically set forth in these Articles or the Bylaws, every

Member of the Association that is entitled to vote at a meeting of the Members or to otherwise express consent or dissent on any matter, may authorize another person to act on the Member's behalf by a proxy signed by such Member.

Any proxy shall: be in writing; be dated; specify the Lot(s) and Useable Acre(s) (for votes) or Tract(s) for which it is given; state the date, time, and place of the meeting for which it is given; be signed by the Member or her/his/its duly authorized attorney-in-fact; and be provided to the Association's Secretary, or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is only effective for the specific meeting and/or vote for which it was given, and as the meeting and/or vote may law fully be reconvened from time to time. However, a proxy automatically expires ninety (90) calendar days after the original date of the meeting and/or vote for which it was given; unless a shorter period is specified in the proxy. Unless otherwise specifically provided for in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast for the specified Lot(s), and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both proxies shall be deemed invalid.

Every proxy shall be freely revocable by the Member executing it at any time prior to the specific meeting and/or vote for which it was given, and shall automatically cease upon: (a) receipt by the Secretary of written notice of revocation of the proxy, (b) conveyance of any Lot and/or Tract for which it was given, (c) the death of the Member giving the proxy, (d) the judicially declared incompetence of a Member who is a natural person, and/or (e) ninety (90) calendar days after the original date of the meeting and/or vote for which it was given.

## **ARTICLE VII** **BOARD OF DIRECTORS**

**7.1     Members of the Board.** The Association's affairs shall be managed by a Board consisting of not less than three (3) members, and which shall always be an odd number. The specific number of Board seats shall be determined in accordance with the Bylaws. Directors must be natural persons, but are not required to be Owners. Board members shall be appointed or removed as follows:

**7.1.1     Appointment to the Board.** Each Class A Member shall appoint her/his/its director(s) to the Board as provided in the Bylaws. Class B Members shall not hold any appointment rights.

**7.1.2     Removal from the Board.** Each Class A Member shall in its sole and absolute discretion make involuntary removals from the Board and vacancy appointments to the Board for its appointed director(s), as provided in the Bylaws.

**7.2     Exercise of Duties and Powers.** All of the duties and powers of the Association existing under Chapter 617, *Fla. Stat.*, the Declaration, these Articles, the Bylaws, the Use Restrictions, Rules, and Regulations, and any future agreement of the Members, shall be exercised exclusively by the Board (its directors, officers, committee members, and/or members of a board appointed by the Board) and shall only be subject to approval by the Members when expressly required. In the event the Association's directors are deadlocked on a vote and/or any issue of corporate governance, the deadlocked issue shall be decided as provided in the Bylaws

**7.3 Initial Board Members.** As of the date of incorporation, there are three (3) anticipated initial Lots, three (3) initial Class A Members, and there shall be three (3) in initial Board members. The names and addresses of the initial Board members who shall hold office until they are removed or their successors are appointed are:

<u>Name</u>	<u>Office</u>	<u>Address</u>	<u>Appointed By</u>
James D. Porter, Jr.	Director	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544	Solly Branch Holdings, LLC
Colby Chandler	Director	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544	Solly Branch Holdings, LLC
Hatcher M. Porter	Director	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544	Solly Branch Holdings, LLC

#### **ARTICLE VIII** **OFFICERS**

**8.1** The Association's officers shall be a President, Vice President(s), Secretary, Assistant Secretary, Treasurer, and such other officers as the Board may from time to time create by resolution. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for their removal from office and for filling vacancies, and for the duties of the officers. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not, be selected from the members of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The Association's officers shall each have such powers and duties as generally pertain to their respective offices under all Applicable Law, as well as such powers and duties as may specifically be conferred or imposed by the Board. The names and addresses of the initial officers who shall serve until they are removed or their successors are designated by the Board are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
James D. Porter, Jr.	President	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
Colby J. Chandler	Vice President	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
Scott Sheridan	Secretary	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
Quinn Miller	Assistant Secretary	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
Hatcher M. Porter	Treasurer	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544

#### **ARTICLE IX** **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**9.1 Indemnification and Defense of Directors, Officers, and other Agents of the Board.** The Association shall indemnify, defend, and hold harmless any natural person from and against any liability,



when the person was or is a party or is threatened to be made a party, to any contemplated, pending, or threatened action or proceeding (whether civil or criminal) by reason of the fact that such person is or was the Association's: director, officer, committee member, member of a subordinate board, and/or direct employee (expressly meaning to exclude any agents hired by the Association to perform services and/or provide goods, e.g., a management company and its employees) (the "**Indemnified Parties**"). Such Indemnified Parties shall not be personally liable for any mistake of judgment - negligent or otherwise - or with respect to any contract or other commitment made or action taken, which was made in good faith on behalf of the Association, and the Association shall indemnify, defend, and hold harmless such Indemnified Parties from any liability and reasonable expenses actually incurred which results from such conduct. This indemnity, defense, and hold harmless obligation includes all costs, expenses, and fees incurred by the Indemnified Party incident to an action or proceeding, but not limited to and without limitation: **(a)** damages claimed against the Indemnified Party; **(b)** fines levied against the Indemnified Party; **(c)** judgments entered against the Indemnified Party; **(d)** reasonable Attorneys' Fees and Costs; **(e)** settlement amounts actually and reasonably incurred by the Indemnified Party (provided the Association was given reasonable written notice of, an opportunity to participate in, the settlement). For any civil action or proceeding, this indemnity, defense, and hold harmless obligation only applies if the Indemnified Party's alleged conduct was performed in good faith and in a manner the Indemnified Party reasonably believed to be in, or not opposed to, the best interest of the Association. For any criminal action or proceeding, this indemnity, defense, and hold harmless obligation only applies if either: the Indemnified Party is adjudicated not guilty; the Indemnified Party had no reasonable cause to believe the alleged conduct was unlawful; or upon such Indemnified Party being adjudicated guilty of gross negligence (or an equivalent or lesser *mens rea*) in the performance of the Indemnified Party's duty to the Association, then only to the extent the Board determines that despite the guilty adjudication in view of all the circumstances of the case such Indemnified Party should fairly and reasonably be indemnified (and in such cases only for such expenses which the Board shall deem proper). This indemnity, defense, and hold harmless obligation only applies to the extent the Indemnified Party remains personally liable, and shall be deemed waived if the Indemnified Party fails to participate in good faith in the defense of the liability (e.g. waiver will occur if the Indemnified Part enters into any "Mary Carter" Agreements, "Snapp" Agreements, "Gallagher" Agreements, "High-Low" Agreements, "Litigation-Loan" Agreements, Claims Assignment Agreements, and/or any other agreement whereby the Indemnified Party seeks to limit and/or avoid her/his own personal liability in a manner adverse to the Association's interests). This indemnity, defense, and hold harmless obligation shall not be construed to require the Association to reimburse any insurance company or surety claiming subrogation for any fees and/or costs incurred in defending the Indemnified Party under an insurance policy or bond.

**9.2 Advances Under A Reservation of Rights.** Any costs, expenses, and fees incurred pursuant to this **Article IX** in defending any Indemnified Party in a civil or criminal action or proceeding which are expended by the Association under a reservation of rights and in advance of the final disposition of such action or proceeding, shall be reimbursed by the Indemnified Party to the Association if a Court ultimately determines that the Indemnified Party was not entitled to defense and/or indemnification of the subject action or proceeding pursuant this **Article IX**.

**9.3 Non-Exclusivity and Survival.** The indemnification, defense, and hold harmless rights provided by this **Article IX** shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Applicable Law, the Declaration, these Articles, the Bylaws, any agreement, or otherwise. The indemnification, defense, and hold harmless rights provided by this **Article IX** shall: **(a)** continue as to any Indemnified Party who has ceased to hold the position, but only for claims, causes of action, and/or other such liabilities which accrued during the period in which s/he held the position; and **(b)** shall inure to the benefit of the administrators, executors, and/or heirs of such Indemnified Party to the same extent as would otherwise be held by the Person if still alive.

**9.4 Insurance.** The Association shall have the power (but not the obligation) to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, member of a subordinate board, and/or agent or employee of the Association, or is or was serving at the request of the

Association as a director, officer, committee member, member of a subordinate board, and/or agent or employee of another corporation, joint venture, partnership, trust, or other enterprise, against any liability asserted against the person arising out of any such capacity – regardless of whether the Association would have the obligation or power to indemnify the person against such liability under the provisions of this **Article IX**.

**9.5     Amendments.** Notwithstanding anything to the contrary in these Articles, the provisions of this **Article IX** may not be amended and/or supplemented without the prior written consent of all Members whose interest would be adversely affected by such amendment and/or supplement.

## **ARTICLE X** **BYLAWS**

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

## **ARTICLE XI** **INCOME DISTRIBUTION**

**11.1**     No part of the income of the Association shall be distributable to its directors, Members, or officers, except as commercially reasonable compensation for services rendered.

## **ARTICLE XII** **AMENDMENTS**

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

**12.1.1     Initiation.** A resolution to amend these Articles may be proposed by a majority of the Board's directors, or by Class A Members representing not less than ten percent (10%) of the total votes in the Association.

**12.1.2     Notice.** Notice of the subject matter of a proposed amendment to these Articles shall be included in the notice for any meeting at which a proposed amendment is considered.

**12.1.3     Adoption.**

(a)     A resolution by the Board for the adoption of a proposed amendment to these Articles shall be adopted by the affirmative vote and/or written consent of Class A Members representing two-thirds (2/3) or greater of the total votes in the Association.

(b)     No amendment shall make any changes in the qualification for membership, in the voting rights and/or property rights of Members, or of this **Article XII**, without the approval of all Members affected by such amendment.

**12.1.4     Recording.** Upon the approval of an amendment to these Articles, the amendment shall be executed and delivered to the Florida Secretary of State as provided by law, and a copy certified by the Secretary of State shall be recorded in Pasco County's official public records as an Amendment and/or Supplement to the Declaration.

**ARTICLE XIII**  
**TERM**

**13.1** The Association shall exist perpetually, unless voluntarily dissolved by the Members according to the Declaration and Applicable Law.

**ARTICLE XIV**  
**DISSOLUTION**

**14.1** In the event the Association is dissolved or otherwise ceases to exist:

- (a) The control of, Maintenance obligations for, and/or right of access to, those portions of the property containing the Surface Water Management System, Roadway Improvements, and/or other Common Areas owned and/or Maintained by the Association or in which the Association has an easement or other interest, shall be conveyed or dedicated to an appropriate Governmental Authority or public utility, and if not accepted, shall be conveyed to a not-for-profit corporation similar to the Association (any successor entity must comply with Rule 62-330.310, F.A.C., the Environmental Resource Permit Applicant's Handbook Volume I, Section 12.3, and be approved by SWFWMD prior to the Association's termination, dissolution, or liquidation); *and*
- (b) Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Members, prorated to the number of votes attributable to each Member.

**ARTICLE XV**  
**INCORPORATOR**

**15.1** The name and street address of the incorporator is:

G. Matthew Brockway, Esq.  
Icard Merrill  
2033 Main Street - Suite 600  
Sarasota, Florida 34237

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

[ATTACHED TO THE ARTICLES OF INCORPORATION FOR THE  
PARCEL M12 OWNERS' ASSOCIATION, INC.]

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this \_\_\_\_ day of May, 2024.

Signed, sealed, and delivered in the presence of:

[Signature]  
Signature of First Witness

Lynne LTRUSCHEL  
Printed Name of First Witness

[Signature]  
Signature of Second Witness

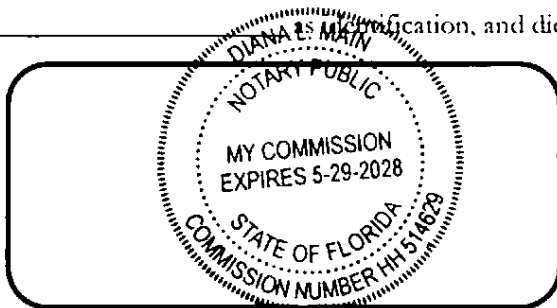
Diana L. Main  
Printed Name of Second Witness

By: [Signature]  
G. Matthew Brockway, Incorporator

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8 day of May, 2024, by G. Matthew Brockway, Esq., as attorney for Locust Branch, LLC, a Florida limited liability company. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ identification, and did not take an oath.



Notary Stamp

[Signature]  
Signature of Notary

Diana L. Main  
Print Name of Notary

My Commission Expires: 5/29/28

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE  
ON FOLLOWING PAGE]

**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

In pursuance of the Florida Not-for-Profit Corporation Act, the following is submitted, in compliance with said statute:

That Parcel M12 Owners' Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation, at 201 North Franklin Street, Suite 2000, City of Tampa, County of Pasco, Florida 33602, has named James W. Goodwin, II, Esq. at 201 North Franklin Street, Suite 2000, Tampa, Florida 33602, as its registered agent to accept service of process within Florida and to perform such duties as are required in the State of Florida.

By: \_\_\_\_\_

Print Name: Scott Sheridan

Title: Secretary of Parcel M12 Owners'  
Association, Inc., a Florida not-for-profit  
corporation

Dated: May 2, 2024

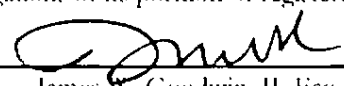
*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

*[REGISTERED AGENT'S ACKNOWLEDGMENT AND ACCEPTANCE ON FOLLOWING PAGE]*

**ACKNOWLEDGMENT AND ACCEPTANCE BY REGISTERED AGENT**

Having been named to accept service of process and serve as registered agent for the above-stated corporation, at the place designated in this Certificate, the undersigned, hereby agrees to act in this capacity, and agrees to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and the undersigned is familiar with and accepts the obligations of its position of registered agent.

By: \_\_\_\_\_

  
James W. Goodwin, II, Esq.

Dated: May 8, 2024

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[END OF ARTICLES OF INCORPORATION]