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FLORIDA PROFIT/NON PROFIT CORPORATION
SHORES OF LAKE DELL HOMEOWNERS ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
FOR
SHORES OF LAKE DELL HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not-for-Profit
Under the Laws of the State of Florida**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**1
NAME**

The name of the corporation is SHORES OF LAKE DELL HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws." The terms used in these Articles shall have the meanings set forth in the Declaration of Covenants and Restrictions for Shores of Lake Dell recorded in the Public Records of Polk County Florida (the "Declaration").

**2
OFFICE**

The principal office and mailing address of the Association shall be at 200 F St. South, Haines City, Florida 33844 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act (as hereinafter defined).

**3
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration. The further objects and purposes of the Association are to preserve the values in the Property and to maintain the Common Area thereof for the benefit of the Owners who become members of the Association.

**4
POWERS**

The powers of the Association shall include and be governed by the following:

- 4.1 General. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the Laws of Florida (which are in effect at the time of filing of these Articles) except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the By-Laws.

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4.2 Enumeration. In addition to the powers set forth in Section 4.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties, including without limitation for the maintenance and operation of the Surface Water or Stormwater Management System, including but not limited to work within the retention areas, drainage structures or drainage easements.
- (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided, however, the Common Area may not be mortgaged without the consent of the Owners with voting power representing two-thirds (2/3rds) of the votes.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Common Area and other property to be maintained by the Association pursuant to the Declaration.
- (d) To purchase insurance upon the Common Area, insurance for the protection of the Association, its officers, directors and Owners, and other insurance required or permitted by the Declaration.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
- (f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Common Area and applicable law.
- (g) To contract for the management and maintenance of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.
- (h) To employ personnel to perform the services required for the proper operation and maintenance of the Common Area.
- (i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation,

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plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Single-Family Unit or Lot and each Mortgagee of an Owner by acceptance of a lien on said Unit or Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

- (j) To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the Southwest Florida Water Management District (the "District") requirements, applicable District rules and the District Permit, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration which relate to the Surface Water or Stormwater Management System.
- 4.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws. The Association shall have the power to transfer title to the Common Areas to another not-for-profit corporation in which the members of this Association are also the members.
- 4.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Florida Not-For-Profit Corporation Act (Chapters 617 and 720, Florida Statutes) (the "Act") and as may be approved by the District, with respect to the transfer of the Surface Water or Stormwater Management System.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and By-Laws. The provisions of the Declaration shall control over those of the Articles and By-Laws; the provisions of the Articles shall control over the provisions of the By-Laws.

5 MEMBERS

- 5.1 Membership. The members of the Association shall consist of the record title owners of Single-Family Units or Lots within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Single-Family Units or Lots.
- 5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Single-Family Units or Lots or Parcels for which that share is held.
- 5.3 Classes of Memberships and Voting Rights. The Association shall have two (2) classes of voting membership:

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(a) Class A Members shall be all Owners of Single-Family Units and/or Lots, with the exception of the Declarant (hereinafter defined) (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot owned by such member.

(b) Class B Member. The Class B Member shall initially be TBHG, LLC, a Florida limited liability company (the "**Declarant**"), who shall be entitled to eight (8) votes for each Lot and/or Single-Family Unit owned by the Declarant. The Class B Member will also include any successors or assigns of the named Class B Member if the Declarant's rights are expressly assigned to such successor or assign. The Class B Membership shall cease and be converted to Class A Membership for Single-Family Units on the happening of any of the following events: ("**Turnover**");

(1) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Declarant;

(2) In accordance with the turnover rules or requirements of the Act (if sooner than (2) above); or

(3) Such earlier date as the Declarant may choose to terminate the Class B Membership upon notice to the Association.

All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Once more than fifty percent (50%) of the Lots have been conveyed to members of the Association other than the Declarant and Class A Members other than the Declarant shall be entitled to elect at least one (1) member of the Association's board of directors (the "**Board**"). After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property, the Declarant may elect at least one (1) Director. After Turnover, the Declarant will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

6

TERM OF EXISTENCE

Existence of the Association commenced with the filing of the Original Articles and shall exist in perpetuity; provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a not-for-profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Chapter 62-330, Florida Administrative Code, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

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7
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

8
DIRECTORS

- 8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be members of the Association.
- 8.2 Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.
- 8.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 8.4 Standards. A director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a Committee of which the director is not a member if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

9

INDEMNIFICATION PROVISIONS

- 9.1 Except as provided in Section 617.0834, Florida Statutes, the indemnification provisions of Section 607.0831, Florida Statutes, and Section 607.0850, Florida Statutes, shall apply to this Association pursuant to the provisions of Section 617.0831, Florida Statutes. However, for purposes of indemnification, the term "Director" does not include a director appointed by the Declarant to the board of directors of this Association.

10

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

11

AMENDMENTS

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

- 11.1 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.
- 11.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes, and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments shall be approved by the Owners representing two thirds (2/3rds) of the votes of the members of the Association who have voting power at the time of such amendment.
- 11.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.
- 11.4 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 Polk County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

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**INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 200 F St. South, Haines City, Florida 33844, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent address is Ian Prince.

13

INCORPORATOR

The name and address of the Incorporator is Ian Prince.

IN WITNESS WHEREOF, the Incorporator has affixed her signature the day and year set forth below.



Ian Prince, Incorporator

Dated this 20 day of June, 2024.

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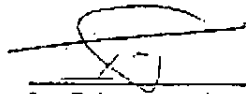
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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First --That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Polk, State of Florida, the Association named in the said articles has name Ian Prince, whose address is 200 F St. South, Haines City, Florida 33844 as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



Ian Prince, Registered Agent

Dated this 20th day of June, 2024

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