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## COVER LETTER

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

**SUBJECT:** Centralia Estates Homeowners' 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: Karen E. Leonardo, Esq.  
\_\_\_\_\_  
Name (Printed or typed)

10002 Cortez Blvd  
\_\_\_\_\_  
Address

Spring Hill, Florida 34613  
\_\_\_\_\_  
City, State & Zip

352 596 4242  
\_\_\_\_\_  
Daytime Telephone number

litigation@paulnesslerlaw.com

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

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

2024 JUN 21 PM 12:46

**ARTICLES OF INCORPORATION  
FOR  
CENTRALIA ESTATES HOMEOWNERS' ASSOCIATION, INC.  
(A Florida Not For Profit Corporation)**

We, the undersigned, do hereby certify that we have associated ourselves together for the purpose of becoming a corporation not for pecuniary profit, under and in accordance with the provisions of Chapter 617, Florida Statutes, and subject to the extent applicable to Chapter 720, Florida Statutes, providing for the formation, rights, privileges and immunities of corporations not for profit, and pursuant to the terms of said statutes, we hereby make, subscribe, acknowledge and file these Articles and further disclose as follows:

**ARTICLE I - NAME**

The name of this corporation shall be CENTRALIA ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, which shall be referred to as either the "Corporation" or the "Association" in these Articles.

**ARTICLE II - PRINCIPAL OFFICE AND REGISTERED AGENT**

The Association's registered office, principal office, and mailing address shall be 23110 State Road 54 #243, Lutz, Florida 33549; and Christopher Carollo is hereby designated as the registered agent of said corporation at the above address.

**ARTICLE III - INTERPRETATION**

All capitalized terms used herein that are not defined shall have the meaning set forth in the Declaration of Covenants, Conditions, and Declaration for Centralia Estates Homeowners' Association, Inc., ("Declaration") to be recorded by Centralia Sand, LLC, a Delaware limited liability company ("Declarant") in the public records of Hernando County, Florida. Reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles, and the rules of interpretation set forth in the Declaration may apply to the interpretation, construction, application, and enforcement of these Articles. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. By subscribing and filing these Articles, the Incorporator intends their provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results.

**ARTICLE IV - PURPOSE**

The Association is formed to: (i) provide for ownership, operation, maintenance, improvement, replacement, and preservation of the roadways and such other property that may from time to time be placed under the control of the Association pursuant to the Declaration ("Common Area"); (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; (iii) administer the rights and interests of the Declarant, Association, and the Owners; and (iv) the Association will operate and maintain common property, specifically the surface water management systems facilities, including all inlets, ditches, swales,

culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association is a Florida not-for-profit corporation which does not contemplate pecuniary gain to, or profit for, its members.

#### **ARTICLE V - POWERS OF THE ASSOCIATION**

This Corporation shall have the power and authority to forward the purposes and accomplish the objects hereinafter set forth, and to do and perform the same in accordance with the law as follows:

A. To provide for the ownership, operation, maintenance, improvement, replacement, preservation and architectural control of roadways, landscaping, and retention or detention areas within that certain tract of property presently owned by Declarant and known as Centralia Estates, located within Hernando County, Florida which is further described in and made subject to the provisions of the Declaration, and such other property that may from time to time be placed under the control of this Association pursuant to the Declaration ("Property"). Said Declaration being incorporated herein as if set forth at length; and to promote the health, safety and general welfare of the residents within the Property.

B. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in these Articles and Bylaws and Declaration and of all rules, regulations, covenants, Declaration, and agreements governing or binding the Association and Declarant applicable to the Property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Hernando County, Florida, as amended.

C. To adopt, publish, promulgate or enforce rules and regulations to administer and enforce these Articles and Bylaws and Declaration and of all rules, regulations, covenants, Declaration, and agreements governing or binding the Association and Declarant applicable to the Property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Hernando County, Florida, as amended.

D. To fix, levy, assess, collect, hold, enforce, and disburse by any lawful means, all charges or assessments collected from members pursuant to the terms of the Declaration.

E. To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

F. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate, or otherwise dispose of real or personal property in connection with the affairs of the Association.

G. To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

H. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. The Declarant may dedicate or transfer as Declarant deems necessary, without joinder or consent of any person whatsoever. No such dedication or transfer, other than a dedication or transfer by Declarant, shall be effective unless an instrument has been signed by three-fourths of the aggregate of voting members agreeing to such dedication, sale or transfer. The Common Area shall include, without limitation, any interest in real property owned by this Corporation and such additional properties or facilities as may from time to time be designated as Common Area under the Declaration referenced above, or any supplemental Declaration, each such designation to be by recorded instrument, together with the landscaping and any

improvements thereon, including, without limitation, all roads, road curbs, open space, walkways, irrigation systems, fencing, signage, and street lights, but excluding any public utility, or CATV installations, utility lines, equipment or easements thereon.

I. To operate and maintain the Surface Water Management System ("SWMS"). In the event the Southwest Florida Water Management District does not own and operate the SWMS, the Association shall operate, maintain and manage the SWMS in a manner consistent with the Southwest Florida Water Management District Permit requirements and applicable Southwest Florida Water Management District rules, and shall assist in the enforcement of the provisions of the Declaration that relate to SWMS. To the extent required by the Southwest Florida Water Management District Permit, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SWMS. In the event the Southwest Florida Water Management District does not own and operate all SWMS, any Assessments may be used for the maintenance and repair of the SWMS and mitigation or preservation areas, including, but not limited to, work within retention and detention areas, drainage structures, and drainage easements.

J. To participate in mergers and consolidations with other non-profit corporations organized for the same purpose.

K. To have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, or Chapter 720, Florida Statutes, by law may now or hereafter have or exercise.

L. To contract for services to be provided to, or for the benefit of, the Declarant, Association, Owners and/or Members, the Common Area, and Centralia Estates, as provided in the Declaration, such as, but not limited to, roadways, telecommunication services, maintenance, waste disposal, and utility services.

M. To require all lot owners, parcel owners, or unit owners to be members of the Association.

N. To have the power to sue and be sued, and to enforce by legal means the provisions of the applicable laws, these Articles and Bylaws and Declaration and of all rules, regulations, covenants, Declaration, and agreements governing or binding the Association and Declarant applicable to the Property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Hernando County, Florida, as amended.

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

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

#### **ARTICLE VI - VOTING RIGHTS**

Owners and Declarant shall have the voting rights as set forth in the Declaration.

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

The affairs of the Association shall be managed by a Board of three (3) members. Board members shall be appointed or elected as stated in the Bylaws. After the Turnover Date, the election of Directors

shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

Christopher Carollo     23110 State Road 54 #243  
Lutz, Florida 33549

Erin Stern                23110 State Road 54 #243  
Lutz, Florida 33549

Josh Cook                411 Andrew Chapel Rd  
Brandon, MS 39042

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

The affairs of the Association shall be managed by the following officers:

Erin Stern	- President
Christopher Carollo	- Vice-President
Christopher Carollo	- Secretary
Erin Stern	- Treasurer

The foregoing officers shall serve until the first annual meeting, and all succeeding officers shall serve for a period of one (1) year.

#### **ARTICLE IX - DURATION AND DISSOLUTION**

The Association shall exist perpetually or until such time as the same becomes dissolved or merged. However, prior to the event of dissolution, termination, or final liquidation of the Association, the SWMS shall be transferred to and maintained by one of the entities identified in the Southwest Florida Water Management District's Environmental Resource - Permit Applicant's Handbook who has the powers listed, the covenants and restrictions required therein, and the ability to accept responsibility for the operation and routine custodial maintenance of the SWMS.

In the event of dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having competent jurisdiction for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Area, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its property. If the Association ceases to exist and the Southwest Florida Water Management District does not own and operate all the SWMS, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with the Administrative Code and the Environmental Resource - Permit Applicant's Handbook, and be approved by Southwest Florida Water Management District prior to such termination, dissolution, or liquidation.

No person, firm or corporation shall ever receive any dividends or profits from the undertaking of the Association, and upon dissolution of the Association, all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to like organizations or to the Federal Government or to a state or local government for a public purpose, and none of the assets will be distributed to any member, officer, director or trustee of this Corporation.

#### **ARTICLE X - AMENDMENTS**

## **ARTICLE X - AMENDMENTS**

Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which may be withheld for any reason whatsoever. Further, notwithstanding any other provision herein to the contrary, for so long as the Declarant owns any lot within Centralia Estates, no amendment to these Articles that materially or adversely affect the lots owned by the Declarant shall be effective until such amendment receives the prior written consent of the Declarant. 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 Hernando County, Florida.

Prior to the Turnover, Declarant may amend these Articles as Declarant deems necessary, without joinder or consent of any person whatsoever, except to the extent limited by the applicable law as of the date the Declaration is recorded.

Following the Turnover, Amendments to these Articles of Incorporation shall be proposed at a regular meeting of the membership, and each such proposed amendment to these Articles of Incorporation shall be presented at least ten (10) days before such meeting, and such amendment shall be put to a vote and shall be ratified and adopted by a unanimous vote of the Board of Directors.

## **ARTICLE XI - DUTIES OF OFFICERS**

The officers of this corporation shall be charged with the obligations and duty of maintaining in good working order the necessary and proper equipment and other implements essential for the carrying out of the purposes as set forth in these Articles of Incorporation and the Bylaws of this corporation; to maintain proper books of account and inventories with regard to dues, receipts, disbursements and property of this corporation.

## **ARTICLE XII - DUTIES OF DIRECTORS**

The Board of Directors of this corporation shall be charged with the obligation and duty of adopting and promulgating the general policy of this corporation with respect to the purposes for which it is herein formed.

## **ARTICLE XIII - INDEMNIFICATION**

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, costs, and expenses reasonably incurred in connection with any action, suit, or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit, or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

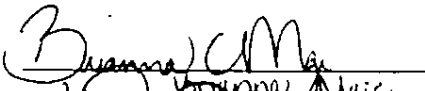
#### ARTICLE XIV - EXEMPTION

Notwithstanding any other provision of these Articles, this Association will not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Internal Revenue Law; or (b) a corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code of 1954, or any other corresponding provision of any future United States Internal Revenue Law.

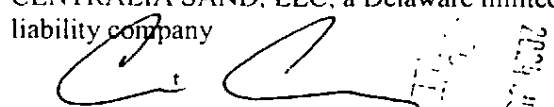
Said Association is organized exclusively for not-for-profit purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Internal Revenue Law.

IN WITNESS WHEREOF, we, the undersigned organizer, incorporator, and Declarant, have hereunto set our hands and seals this day, for the purpose of forming this nonprofit corporation under the laws of the State of Florida, and we hereby make and file in the Office of the Secretary of State of Florida this Certificate of Incorporation and certify that the facts herein stated are true.

Witnesses As to All Signatures:

  
Karen E. Leonardo

CENTRALIA SAND, LLC, a Delaware limited liability company

  
by Christopher Carollo, its Manager

STATE OF FLORIDA  
COUNTY OF Hernando

BEFORE ME, the undersigned authority, by means of [ ☒ ] physical presence or [ ☐ ] online notarization, personally appeared Christopher Carollo, as Manager of CENTRALIA SAND, LLC, a Delaware limited liability company, to me well known, or who produced DRIVER'S LICENSE as identification, who in my presence, hereunto subscribed their names and signatures to the foregoing Articles of Incorporation for CENTRALIA ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation.

DATED this 12 day of June, 2024.

  
NOTARY PUBLIC

Print Name: **Karen E. Leonardo**  
My Commission Expires:

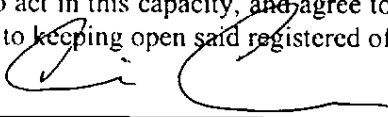


KAREN ELAINE LEONARDO  
Commission # HH 281425  
Expires June 27, 2026



ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping open said registered office.

  
by Christopher Carollo, as Registered Agent

2021 JUN 21 PM 12:46  
STATE OF FLORIDA  
CLERK OF THE COURT