

APPROVED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
BEXLEY HOMEOWNERS ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation under the Florida Not For Profit Corporation Act (the "Act"), adopts the following Articles of Incorporation for the corporation:

Article 1. Name. The name of the corporation is Bexley Homeowners Association, Inc. (the "Association").

Article 2. Principal Office. The initial principal office of the Association is located in Hillsborough County, Florida. The street and mailing address of the initial principal office is 777 S. Harbour Island Blvd., Suite 320, Tampa, Florida 33602.

Article 3. Duration. The Association's existence shall commence upon issuance of its certificate of incorporation by the Secretary of State, State of Florida. The Association shall have perpetual duration, subject to any merger, consolidation or dissolution effected pursuant to Article 10.

Article 4. Definitions. All capitalized terms used herein that are not defined shall have the meaning set forth in the Community Charter and Declaration of Restrictions for Bexley Residential Properties, executed by NNP-Bexley, LLC, Florida limited liability company ("Founder"), and recorded or to be recorded in the public records of Pasco County, Florida, as such Community Charter may be amended from time to time ("Charter").

Article 5. Purposes. The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which the Association is organized are:

(a) to be and constitute the Association to which reference is made in the Charter, to perform all obligations and duties of and to exercise all rights and powers of the Association, as specified in these Articles, the Charter, and the other "Governing Documents" described in the Charter, and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the owners of real property now and hereafter made subject to the Charter (such real property is referred to in these Articles as the "Community"); and

(c) to provide an entity for the performance of various ongoing responsibilities relating to the Community arising under the terms of applicable zoning, development orders, permits and other governmental approvals relating to the Community, as such responsibilities may be assigned by the Founder, which unless otherwise assigned to a special taxing district or other owners association shall include operating, maintaining, and managing the "Surface Water Management System Facilities" (as defined in the Charter), in a manner consistent with the requirements of the Environmental Resource Permit issued by the Southwest Florida Water Management District (the "District") relating to the

Community (the "Permit") and applicable rules of the District, and to assist in the enforcement of the restrictions and covenants contained in such Permit.

Article 6. Powers. In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Charter or the Association's by-laws, may be exercised by its board of directors ("Board"):

(a) all of the powers conferred upon corporations not-for-profit by common law and Florida statutes in effect from time to time, including, without limitation, the power to sue and be sued; and

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set forth in these Articles, the Charter, and the other Governing Documents referenced therein, including, without limitation, the following:

(i) to adopt, alter, amend, and restate by-laws for the proper management of the Association's affairs ("By-Laws"); provided, such By-Laws may not be inconsistent with the Charter and any amendment thereof shall be subject to such approvals as the By-Laws may require, and;

(ii) to fix, levy, collect, and enforce, by any lawful means, payment of all charges or assessments authorized by the Charter and to pay all expenses in connection therewith and all administrative and other expenses incident to conducting the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association and all costs of maintaining, repairing, and operating the Surface Water Management System Facilities and associated mitigation and preservation areas, including but not limited to, work within retention areas, drainage structures, and drainage easements;

(iii) to manage, control, operate, maintain, repair, and improve the Common Area (as defined in the Charter) and any other property for which the Association has a right or duty to provide such services pursuant to the Charter, other applicable covenants, the Permit, or any agreement relating to the same, including all inlets, ditches, swales, culverts, drainage and water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and associated buffer areas, and wetland mitigation areas, comprising the Surface Water Management System Facilities;

(iv) to adopt and enforce rules implementing provisions of the Charter and regulating use, conduct and activities within the Community and such other matters as the Charter may authorize;

(v) to enforce the Charter and other Governing Documents referenced therein and to enforce other covenants, conditions, and restrictions affecting any property to the extent the Association may be authorized to do so under the terms of such covenants, conditions, and restrictions;

(vi) to engage in activities that will actively foster, promote, and advance the common interests of owners of property subject to the Charter;

(vii) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(viii) to borrow money for any purpose subject to such limitations as may be set forth in the Charter and By-Laws;

(ix) to enter into, make, perform, and enforce contracts of every kind and description, including contracts for operation and maintenance of the Surface Water Management System Facilities, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation or other entity or agency, public or private; and

(x) to arrange for or provide to the Community technology systems and such municipal-type services as the Board may determine necessary or desirable to supplement those provided by local government and quasi-governmental entities.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers that may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

Article 7. Members. The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Unit, as those capitalized terms are defined in the Charter, shall be a member of the Association and shall be entitled to a vote for such Unit as provided in the Charter and the By-Laws, such vote to be cast by the Voting Delegate representing such Unit as provided in the Charter and By-Laws and subject to the limitations on voting set forth in the Charter and the By-Laws. In addition, the Founder shall be a Member and entitled to vote for such period as provided in the Charter, regardless of whether the Founder owns any Unit.

Change of an Owner's membership in the Association shall be established by recording in the Official Records of Pasco County, Florida, a deed or other legal instrument establishing record title to a Unit. Upon such recordation, the Owner designated by such instrument shall become a member of the Association and the membership of the prior Owner shall terminate.

Article 8. Board of Directors. The Association's affairs shall be conducted, managed, and controlled by a Board of Directors consisting of three to seven directors. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The initial Board of Directors shall consist of three persons. The names and addresses of the initial directors, who shall serve until their successors are elected and have qualified, or until their resignation or removal, are as follows:

Thomas J. Panaseny	777 S. Harbour Island Blvd., Suite 320, Tampa, FL 33602
Zeep McMenamy	777 S. Harbour Island Blvd., Suite 320, Tampa, FL 33602
Pam Parisi	777 S. Harbour Island Blvd., Suite 320, Tampa, FL 33602

The number of directors, method of election and removal, method of filling vacancies, and term of office of directors shall be as set forth in the By-Laws.

Article 9. Liability and Indemnification of Directors. To the extent consistent with the Florida Not For Profit Corporation Act, as it exists on the date hereof or as it may hereafter be amended, the Association shall indemnify its officers and directors as required by the Charter and By-Laws. No director of the Association, including any director appointed by the Founder, shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the director's actions did not meet this standard. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Article 10. Merger, Consolidation or Dissolution. The Association may merge with another entity, consolidate, or effect its dissolution only upon a resolution duly adopted by its Board, with the written consent of the Founder during the Development and Sale Period (as defined in the Charter) and approval of a plan of merger or dissolution by the Board and either: (a) the affirmative vote of Voting Delegates entitled to cast at least two-thirds (2/3) of the membership votes entitled to be cast at a meeting of the membership at which a quorum is represented; or (b) the written consent of all Members. In the event of termination, dissolution, or final liquidation of the Association, the Association's responsibilities for operation of, and control or right of access to the property containing, any portion of the Surface Water Management System Facilities owned by the Association shall be transferred, conveyed or dedicated to an appropriate governmental unit or public utility or, if not accepted by a governmental unit or public utility, conveyed to a not-for-profit corporation similar in nature to the Association, which complies with Rule 62-33.310, F.A.C, and Applicant's Handbook Volume I, Section 12.3, is approved by the District prior to such termination, dissolution or liquidation, and which shall assume the Association's responsibilities with respect to such Surface Water Management System Facilities.

Article 11. Amendments. Until termination of the Founder Control Period, the Board may unilaterally amend these Articles for any purpose without a vote of the membership. Thereafter, these Articles of Incorporation may be amended only upon a resolution duly adopted by the Board and the affirmative vote or written consent of Voting Delegates entitled to cast at least two-third (2/3) of the total votes of the Association's membership. In addition, during the Development and Sale Period any amendment shall require the Founder's consent. Written notice setting forth any proposed amendment or a summary of the changes to be effected by the amendment shall be given to each Voting Delegate entitled to vote on the proposed amendment. Notwithstanding the above, no amendment may be in conflict with the Charter, no amendment shall be effective to impair or dilute any rights of the Members granted under the Charter, and any amendment which would materially affect the Association's powers or responsibilities with respect to the Surface Water Management System Facilities shall require the prior approval of the District. Any amendment adopted in accordance with this Article shall be effective upon filing with the Florida Department of State, Division of Corporations. A copy of any amendment shall be provided to each Member within 30 days after recording.

Article 12. Incorporator. The name of the incorporator of the Association is Jo Anne P. Stubblefield, and such incorporator's address is 1200 Peachtree Center Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia 30303.

Article 13. Registered Agent and Office. The initial registered office of the Association is 1200 South Pine Island Road, Plantation, Florida 33324 and the initial registered agent at such address is NRAI Services, Inc.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 25th day of January, 2016


Jo Anne P. Stubblefield, Incorporator

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: Bexley Homeowners Association, Inc.
2. The name and address of the registered agent and office is:

NRAI Services, Inc.
1200 South Pine Island Road
Plantation, Florida 33324

HAVING BEEN NAMED AS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Signature:
Print Name:
Date

William L. De Napoli, Asst. Secretary
William L. De Napoli, Asst. Secretary
1-25-16