

LEGISLATIVE #
170677C

EXHIBIT B

ARTICLES OF INCORPORATION OF HEARTWOOD COMMUNITY HOMEOWNERS' ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. **Name of Corporation.** The name of the corporation is HEARTWOOD COMMUNITY HOMEOWNERS' ASSOCIATION, INC. (the "Association")
2. **Principal Office.** The principal office of the Association is 802 NW 5th Avenue, Suite 200, Gainesville, FL 32601.
3. **Registered Office – Registered Agent.** The street address of the Registered Office of Association is 802 NW 5th Avenue, Suite 200, Gainesville, FL. The name of the Registered Agent of Association is Sarah Vidal-Finn.
4. **Definitions.** A declaration entitled Declaration of Covenants, Conditions and Restrictions for Heartwood Community (the "Declaration") will be recorded in the Public Records of Alachua County, Florida, and shall govern all of the operations of a community to be known as Heartwood Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. **Purpose of Association.** Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Surface Water Management System, the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.
6. **Not for Profit.** Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. **Powers of Association.** Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations , including, but not limited to, the following:
 - 7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.
 - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and all of the rules, regulations, covenants, restrictions and agreements governing or binding Association and Heartwood Community.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-laws.

7.4 To pay all operating costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred following Turnover as described in the Declaration.

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Heartwood Community to any public agency, entity, authority, utility or other person or entity for such purpose and subject to such conditions as it determines and as provided in the Declaration.

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

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Heartwood Community, the Common Areas, Lots and, as provided in the Declaration, to effectuate all of the purposes for which Association is organized.

7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11 To employ personnel and retain independent contractors to contract for management of Association, Heartwood Community, and the Common Areas as provide in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12 To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Property, and Heartwood Community as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees.

7.14 The Association shall operate, maintain, and manage the Surface Water Management System in a manner consistent with all permits therefor and all requirements and applicable rules, and shall assist in the enforcement of the Declaration which relate to the Surface Water Management System.

7.15 The Association shall levy and collect adequate assessments against Members of the Association for the cost of maintenance and operation of the Surface Water Management System.

8. Surface Water Management System. With respect to the Surface Water Management System within Heartwood Community, the Association shall have the following duties:

8.1 Each Owner shall be responsible to pay his or her pro rata share of the cost associated with the maintenance, operation and repair of the Surface Water Management System as determined by the Association.

8.2 The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System within Heartwood Community. Maintenance, operation and repair of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District and the City of Gainesville, as may be applicable.. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District and the City, as applicable. The City and District shall have the right to enter upon the Property to inspect the Surface Water Management System.

8.3 Any amendment to the Declaration which alters the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior written approval of the St. Johns River Water Management District and the City, as applicable.

8.4 The City, as may be applicable, and St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained herein which relate to the maintenance, operation, and repair of the Surface Water Management System.

9. Voting Rights. Owners and Declarant shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next 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:

NAME	ADDRESS
Sarah Vidal-Finn	802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
Andrew Meeker	802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
Shawn Moss	802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601

11. **Dissolution.** In the event of the dissolution, termination or final liquidation of Association other than incident to a merger or consolidation, written notice shall be provided to the City of Gainesville at least thirty (30) days prior to such dissolution, termination or final liquidation. In the event of such dissolution, termination or final liquidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit Court of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C, and be approved by the St. Johns River Water Management District and the City, as applicable, prior to such termination, dissolution or liquidation.

12. **Duration.** Association shall have perpetual existence.

13. **Amendments.**

13.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. 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.

13.2 **Amendments Prior to and Including the Turnover Date.** Prior to and including the Turnover Date, Declarant shall have the right to amend these Articles, as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical

to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Declarant shall join in such identical amendments so that its consent to the same will be reflected in the Public Records.

13.3 Amendments after the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present, in person or by proxy, at a duly noticed meeting of the members of Association at which there is a quorum.

14. **Limitations.**

14.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

14.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

15. **Incorporator.** The name and address of the Incorporator of this corporation is:

The City of Gainesville, Florida
802 NW 5th Avenue, Suite 200
Gainesville, FL 32601

16. **Officers.** The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President	Sarah Vidal-Finn 802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
Vice President	Andrew Meeker 802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
Secretary/Treasurer	Shawn Moss 802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601

Following Turnover, the Board shall consist of five (5) Members, which shall be Owners of Lots. Notwithstanding the foregoing, nothing shall interfere with Declarant's rights as described in the Declaration.

17. **Indemnification of Officers and Directors.** To the extent allowed by applicable law, the Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost 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 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 Officers may be entitled.

18. **Transactions in Which Directors or Officers are Interested.** No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors, or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

- *Signatures to Follow on Next Page* -

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this ____ day of _____, 2017.

THE CITY OF GAINESVILLE,
a Municipal Corporation of the
State of Florida

By: _____
Name: _____
Its Mayor

Approved as to form and legality:

Attest:

Name: _____
City Attorney

Name: _____
Clerk of the City Commission

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Mayor and _____, as Clerk of the City Commission of The City of Gainesville, a municipal corporation of the State of Florida, who is () personally known to me or () has produced _____ as identification.

(Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this ____ day of _____, 2017.

Print Name: _____