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ARTICLES OF INCORPORATION
CYPRESS TRAILS COMMUNITY ASSOCIATION, OF TARPON SPRINGS, FL, INC.
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Declaration:

1. "Articles" means these Articles of Incorporation and any amendments hereto.

2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in the Declaration), and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

3. "Association" means Cypress Trails Community Association, of Tarpon Springs, FL, Inc., a Florida corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

4. "Board" means the Board of Directors of the Association.

5. "Bylaws" means the Bylaws of the Association and any amendments thereto.

6. "County" means Pinellas County, Florida.

7. "Declarant" means Lindiakos Properties, Inc., a Florida corporation not for profit, and any successor or assign thereof to which Lindiakos Properties, Inc., specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. Whether or not specifically stated, any Person who at any time holds the rights of Declarant hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be afforded the same protection with respect to matters arising during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

8. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for Cypress Trails, which is intended to be recorded amongst the Public Records of the County, and any Supplemental Declaration(s) and amendments thereto.

9. "Director" means a member of the Board.

10. "Governing Documents" means in the aggregate the Declaration, these Articles and the Bylaws, the Plat and all of the instruments and documents referred to therein.

11. "HOA Act" means the Homeowners' Association Act, Chapter 720, Florida Statutes, as amended through the date of recording of the Declaration amongst the Public Records of the County.

12. "Home" shall mean one (1) of the planned thirty-six (36) attached townhomes contained or to be contained within six (6) buildings constructed or to be constructed within CypressTrails, each of which is designed and intended for use and occupancy as a single-family residence; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Section 2.9 of the Declaration, if at all. Upon completion of construction of a Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Governing Documents.

13. "Lot" shall mean and refer to any parcel of land within Cypress Trails as shown on the Plat or any Additional Plat (as defined in the Declaration) upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land with Cypress Trails that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments, a Home is either a Completed Home or an Incomplete Home.

14. "Member" means a member of the Association.

15. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Declaration and any other Governing Documents and include, but are not limited to, the costs and expenses incurred by the Association in owning, administering, operating, maintaining, insuring, financing, repairing, managing or leasing, but not reconstructing, replacing or improving, the Common Area and improvements thereon and the Common Structural Elements (as defined in the Declaration) and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents.

16. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Home within Cypress Trails, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

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17. "Plat" means the plat of Cypress Trails, according to the plat thereof recorded in the Public Records of Pinellas County, Florida. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean the Additional Plat.

18. "Property" shall initially mean and refer to that certain real property described in Exhibit "A" to the Declaration, and thereafter, as applicable, to such additions thereto as may be brought within the jurisdiction of the Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

19. "Cypress Trails" shall mean that planned residential development located in the City which encompasses the Property. Cypress Trails is presently intended to be comprised of thirty-six (36) attached townhomes contained or to be contained within six (6) buildings.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be CYPRESS TRAILS COMMUNITY ASSOCIATION, of TARPON SPRINGS, FL, INC., a Florida corporation not for profit, whose initial principal office address and mailing address shall be at 222 E. Tarpon Avenue, Tarpon Springs, FL 34689.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, finance, insure, repair, replace, manage, lease and maintain the Common Area and the Common Structural Elements in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration, and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, administer, maintain, insure, repair and replace the Common Structural Elements and to own, operate, maintain, finance, insure, repair, replace, manage, lease and convey the Common Area in accordance with the Governing Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, pleasing, management and leasing of the Common Area and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Cypress Trails in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Cypress Trails.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Common Area in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by

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the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;

(d) the enforcement of Association rules;

(e) the enforcement of the architectural guidelines;

(f) the enforcement of a contract entered into by the Association with vendors providing services to the Association;

(g) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Common Area or the Common Structural Elements or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(h) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Association, which are not included in the above exceptions shall be financed by the Association only with monies that are collected for that purpose by Special Assessment(s) and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every

Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. Class "A" Members shall be all Members, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. Class "B" Member shall be Declarant, who shall be entitled to three (3) times the total number of votes of all Class "A" Members plus one (1). Class "B" membership shall cease and be converted to Class "A" membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the Total Developed Lots (as defined in Article X.C hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County;

(ii) At such time as Declarant shall designate in writing to the Association;

(iii) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the HOA Act for a period of more than two (2) years;

(iv) Upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(v) Upon a receiver for Declarant being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its Members.

3. Class "A" Members are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Homes which will ultimately be operated by the Association have been conveyed to Members other than Declarant.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Governing Documents.

F. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class "B" Member as set forth herein. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a voting certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Representative"), and filed with the Secretary of the Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Representative. In the event a voting certificate designating a Voting Representative is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is

allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles are: Manuel N. Lindiakos 222 E Tarpon Ave, Tarpon Springs, FL 34689.

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

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ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President _____

Vice President _____

Vice President _____

Vice President _____

Treasurer _____

Secretary _____

ARTICLE X BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
Manuel N. Lindiakos	222 E. Tarpon Avenue Tarpon Springs, FL 34689

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Cypress Trails, if and when ultimately developed, will contain thirty-six (36) Lots with Homes constructed thereon ("Total Developed Lots"). Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation any recreational facilities and amenities), upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of Cypress Trails the right to change the recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Cypress Trails) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Cypress Trails according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraphs E and F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

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G. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

H. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

I. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from

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the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his/her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

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(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, prejudice amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home or Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the initial registered office of the Association is Manuel N. Lindiakos, 222 E Tarpon Ave, Tarpon Springs

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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 13 day of April, 2017.

Kimberly Yothers

KIMBERLY YOTHERS
MY COMMISSION # FF 908897
EXPIRES: July 30, 2019
Bonded Thru Budget Notary Services

Manuel N. Lindiakos, Incorporator
FL DL # L532-554-61-460-0

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

REGISTERED AGENT:

Printed Name: Manuel N. Lindiakos
Dated: April 13, 2017

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Diane Nelson
Pinellas County
Tax Collector
P.O. Box 31149, Tampa, FL 33631-3149

Transaction # 113576101	
Cashier:	KS
Paid By:	
LINDIAKOS PROPERTIES INC 222 E TARPON AVE TARPON SPRINGS, FL 34689-4318	
Posted Date:	12/23/2016 12:25PM
Received Via:	In Person
Num. Items:	10
Total Tendered:	$56,631.48
Receipt #:	803-16-002901
Batch:	376874
Drawer:	803
Status:	Complete

Receipt	
Item	**Paid**
Real Estate: Acc# R71059 Bill Yr: 2015 Regular Due: 03/31/2016 Item Receipt #: 803-16-TAX-000324	$5,534.15
Real Estate: Acc# R126734 Bill Yr: 2015 Regular Due: 03/31/2016 Item Receipt #: 803-16-TAX-000325	$8,439.50
Real Estate: Acc# R126736 Bill Yr: 2015 Regular Due: 03/31/2016 Item Receipt #: 803-16-TAX-000326	$2,389.79
Real Estate: Acc# R126900 Bill Yr: 2015 Regular Due: 03/31/2016 Item Receipt #: 803-16-TAX-000327	$1,253.17
Real Estate: Acc# R127465 Bill Yr: 2015 Regular Due: 03/31/2016 Item Receipt #: 803-16-TAX-000328	$21,968.90

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Diane Nelson
Pinellas County
Tax Collector
P.O. Box 31149, Tampa, FL 33631-3149

Transaction # 113596707	
Cashier:	RL
Paid By:	
LINDIAKOS PROPERTIES INC 222 E TARPON AVE TARPON SPRINGS, FL 34689-4318	
Posted Date:	12/30/2016 10:48AM
Received Via:	In Person
Num. Items:	4
Total Tendered:	$15,893.75
Receipt #:	804-16-002447
Batch:	377466
Drawer:	804
Status:	Complete

Receipt	
Item	**Paid**
Real Estate: Acc# R127461 Bill Yr: 2016 Regular Due: 03/31/2017 Item Receipt #: 804-16-TAX-000113	$1,180.43
Real Estate: Acc# R127459 Bill Yr: 2016 Regular Due: 03/31/2017 Item Receipt #: 804-16-TAX-000114	$241.22
Real Estate: Acc# R127458 Bill Yr: 2016 Regular Due: 03/31/2017 Item Receipt #: 804-16-TAX-000115	$8,070.69
Real Estate: Acc# R127460 Bill Yr: 2016 Regular Due: 03/31/2017 Item Receipt #: 804-16-TAX-000116	$6,401.41
Total:	$15,893.75
Payment	**Paid**
Check: Chk#8078	$15,893.75

City of Tarpon Springs, Florida

City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

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January 18, 2017

Planning and Zoning Department
c/o Heather M. Urwiller, AICP, Planning Director

RE: Assessment search for APP #16-135 – Final Plat – Cypress Trails Townhomes of Tarpon Springs

(X) Records filed in this office do not show any outstanding special assessments or pending Code Enforcement violations against the described property, except as may otherwise exist in the Official Records of Pinellas County, Florida

Parcel Number: 12/27/15/89982/114/0100
Service Address: 631 N. Jasmine Avenue
(X) Utility Information:
Active Utility Account Balance: $1155.13*
Deposit Recorded in the Name of Lindiakos Properties, Inc. (property owner)
Deposit Amount: $360.00
Account Number: 45991-27120381

Parcel Number: 12/27/15/89982/114/0100-01
Site Address: 767 Grand Cypress Lane
(X) Utility Information:
Active Utility Account Balance: $93.29*
Deposit Recorded in the Name of Cypress Trails (property owner)
Deposit Amount: $1,500.00
Account Number: 62217-28000737

Parcel Number: 12/27/15/89982/114/0200
Site Address: Spruce Street
(X) Improved Agricultural

Parcel Number: 12/27/15/89982/114/0300
Service Address: 625 N. Jasmine Avenue
(X) Utility Information:
Active Utility Account Balance: $120.73*
Deposit Recorded in the Name of Lindiakos Properties, Inc. (property owner)
Deposit Amount: $120.00
Account Number: 46177-27203820

Parcel Number: 12/27/15/89982/114/0410
Site Address: Spruce Street
(X) Vacant Commercial Land.

Sincerely,
CITY OF TARPON SPRINGS

Irene S. Jacobs, CMC
City Clerk & Collector

FOR YOUR INFORMATION:
*ACTIVE UTILITY MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
VACATION STATUS MEANS ANOTHER BILL BE SENT AT THE NEXT BILLING CYCLE.

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OWNER'S AFFIDAVIT OF NO LIENS OR MORTGAGES

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared **MANUEL N. LINDIAKOS** ("Affiant"), who being first duly sworn upon oath, deposes and states:

1. That Affiant is the President of LINDIAKOS PROPERTIES, INC., a Florida corporation (the "Applicant"), and in such capacity is authorized to execute this Affidavit on behalf of Owner.

2. That the Affiant is the owner of that certain real estate in the County of Pinellas, State of Florida, located at 625 and 631 N. Jasmine Avenue, Tarpon Springs, FL, Tax Parcel Numbers 89982/11/0100 and 89982/114/0300. See attached plat for legal description.

3. That Affiant is in full, complete and undisputed possession of the above-referenced property and that there are no claims or interests held thereon by any other party.

4. That there are no claims or liens and/or mortgages whatsoever of any kind or description against the owner and located in or on the property.

5. That this Affidavit is made for the purpose of submitting the Final subdivision Plat Application to the City of Tarpon Springs, Florida.

LINDIAKOS PROPERTIES, INC.
A Florida corporation

By: _____
Manuel N. Lindiakos, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 22nd day of December, 2016, by Manuel N. Lindiakos, as President on behalf of LINDIAKOS PROPERTIES, INC. He is personally known to me.

My Commission Expires:

Notary Public State of Florida
Maria A Panesis
My Commission FF 185258
Expires 12/23/2018

NOTARY PUBLIC

_____
Signature of Notary

MARIA A PANESIS
Print Name of Notary

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Ownership and Encumbrance Report

First American Issuing Office: First American Title Insurance Company
7360 Bryan Dairy Road, Suite 225
Largo, FL 33777

Customer Reference Number: TIA16518
First American File Number: **2061-3686166**

Prepared For: Wollinka-Wikle Title Insurance Agency
3204 Alternate 19 North
Palm Harbor, FL 34683

Legal Description:

Lots 1, 2, 3 and a portion of Lot 4, in Block 114, of OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, according to the map or plat thereof as recorded in Deed Book G, page 800, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

Also

A portion of the East one half of vacated road right of way lying to the West of said Lot 2.

All being further described as follows:

Begin at the Northeast corner of Lot 1, Block 114, OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, according to the map or plat thereof as recorded in Deed Book G, page 800, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence S.00°49'15"W., along the East line of Lots 1 and 4, of Block 114, and the East line of Lot 1, Block 117, of said OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, for 557.00 feet; thence leaving said East line of Lot 4, N.89°10'45"W., for 91.75 feet; thence N.76°36'33"W., for 25.62 feet; thence N.89°10'45"W., for 99.50 feet; thence S.00°49'15"W., for 44.60 feet; thence N.89°44'59"W., for 12.25 feet; thence S.00°49'15"W., for 14.21 feet; thence N.89°43'54"W., for 187.50 feet; thence N.00°20'55"E., for 82.40 feet; thence N.89°39'38"W., For 11.49 feet; thence N.41°08'45"W., for 23.59 feet; thence N.39°45'33"W., for 23.43 feet; thence N.23°27'25"W., for 30.82 feet; thence N.21°55'48"W., for 28.80 feet; thence N.26°03'25"W., for 30.22 feet; thence N.35°12'50"W., for 17.60 feet; thence N.09°40'21"W., for 20.85 feet; thence N.31°48'17"E., for 14.03 feet; thence N.06°03'23"E., for 16.81 feet; thence S.89°35'01"W., for 28.75 feet; thence N.69°30'57"W., for 22.81 feet; thence N.68°55'27"W., for 26.92 feet; thence N.46°11'20"W., for 27.11 feet; thence N.19°59'58"W., for 32.54 feet; thence N.00°24'02"W., for 34.69 feet; thence N.24°45'42"E., for 32.39 feet; thence N.27°32'13"E., for 6.07 feet; thence N.89°48'34"W., for 39.97 feet to the centerline of vacated Japonica Avenue; thence N.00°10'54"E., along the centerline of vacated Japonica Avenue, for 208.12 feet; thence S.89°47'19"E., along the North lines of said Lots 2 and 1, both of Block 114, OFFICIAL MAP OF THE TOWN OF TARPON SPRINGS, respectively, for 636.10 feet to the point of beginning.

1. ***Grantee(s) In Last Deed of Record:***

Lindiakos Properties, Inc., a Florida corporation

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2. ***Encumbrances/Matters Affecting Title*** (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)):

() Exhibit Attached (X) Exhibit Not Attached.

Type of Instrument	**O.R. Book**	**Page**
Notice Of Commencement	19045	2031
Notice Of Commencement	19045	2032
Notice Of Commencement	19045	2033
Notice Of Commencement	19045	2034
Notice Of Commencement	19045	2035
Notice Of Commencement	19045	2036
Notice Of Commencement	19405	522
Declaration Of Restrictive Covenants	16531	4
Easement	19010	2638

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Copies of the encumbrances/matters affecting title (**X**) are () are not included with this report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 12/27/15/89982/114/0200 for tax year 2016
Gross Tax: $ 248.68 ( ) Paid (X) Not Paid.
Unpaid Taxes for Prior Years: None
Map Code: Assessment: $

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 12/27/15/89982/114/0100 for tax year 2016
Gross Tax: $8,320.30 ( ) Paid (X) Not Paid.
Unpaid Taxes for Prior Years: None
Map Code: Assessment: $

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 12/27/15/89982/114/0300 for tax year 2016
Gross Tax: $6,599.39 ( ) Paid (X) Not Paid.
Unpaid Taxes for Prior Years: None
Map Code: Assessment: $

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 12/27/15/89982/114/0410 for tax year 2016
Gross Tax: $1,216.94 ( ) Paid (X) Not Paid.
Unpaid Taxes for Prior Years: None
Map Code: Assessment: $

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Customer Reference Number:
First American File Number: **2061-3686166**

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from December 11, 1980 to December 21, 2016 at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Pinellas County, Florida, affecting title to the property described therein. Liability for any incorrect information contained in this Report is limited (1) to the person or entity to whom the Report is directed, and (2) to a maximum of $1,000.00 pursuant to Section 627.7843(3), Florida Statutes. This Report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance.

First American Title Insurance Company

Ken MacKay, as SVP, Division Region Manager

Dated: 12/29/2016

I#: 2017193461 BK: 19675 PG: 2107, 06/21/2017 at 03:20 PM, RECORDING 14 PAGES $120.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDU14

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(Amended) ARTICLES OF INCORPORATION
CYPRESS TRAILS COMMUNITY ASSOCIATION OF TARPON SPRINGS, FL, INC.
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Declaration:

1. "Articles" means these Articles of Incorporation and any amendments hereto.

2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in the Declaration), and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

3. "Association" means Cypress Trails Community Association, of Tarpon Springs, FL, Inc., a Florida corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

4. "Board" means the Board of Directors of the Association.

5. "Bylaws" means the Bylaws of the Association and any amendments thereto.

6. "County" means Pinellas County, Florida.

7. "Declarant" means Lindiakos Properties, Inc., a Florida corporation not for profit, and any successor or assign thereof to which Lindiakos Properties, Inc., specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. Whether or not specifically stated, any Person who at any time holds the rights of Declarant hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be afforded the same protection with respect to matters arising during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

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8. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for Cypress Trails, which is intended to be recorded amongst the Public Records of the County, and any Supplemental Declaration(s) and amendments thereto.

9. "Director" means a member of the Board.

10. "Governing Documents" means in the aggregate the Declaration, these Articles and the Bylaws, the Plat and all of the instruments and documents referred to therein.

11. "HOA Act" means the Homeowners' Association Act, Chapter 720, Florida Statutes, as amended through the date of recording of the Declaration amongst the Public Records of the County.

12. "Home" shall mean one (1) of the planned thirty-six (36) attached townhomes contained or to be contained within six (6) buildings constructed or to be constructed within CypressTrails, each of which is designed and intended for use and occupancy as a single-family residence; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Section 2.9 of the Declaration, if at all. Upon completion of construction of a Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Governing Documents.

13. "Lot" shall mean and refer to any parcel of land within Cypress Trails as shown on the Plat or any Additional Plat (as defined in the Declaration) upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land with Cypress Trails that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments, a Home is either a Completed Home or an Incomplete Home.

14. "Member" means a member of the Association.

15. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Declaration and any other Governing Documents and include, but are not limited to, the costs and expenses incurred by the Association in owning, administering, operating, maintaining, insuring, financing, repairing, managing or leasing, but not reconstructing, replacing or improving, the Common Area and improvements thereon and the Common Structural Elements (as defined in the Declaration) and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents.

16. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Home within Cypress Trails, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

17. "Plat" means the plat of Cypress Trails, according to the plat thereof recorded in the Public Records of Pinellas County, Florida. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean the Additional Plat.

18. "Property" shall initially mean and refer to that certain real property described in Exhibit "A" to the Declaration, and thereafter, as applicable, to such additions thereto as may be brought within the jurisdiction of the Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

19. "Cypress Trails" shall mean that planned residential development located in the City which encompasses the Property. Cypress Trails is presently intended to be comprised of thirty-six (36) attached townhomes contained or to be contained within six (6) buildings.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be CYPRESS TRAILS COMMUNITY ASSOCIATION, of TARPON SPRINGS, FL, INC., a Florida corporation not for profit, whose initial principal office address and mailing address shall be at 222 E. Tarpon Avenue, Tarpon Springs, FL 34689.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, finance, insure, repair, replace, manage, lease and maintain the Common Area and the Common Structural Elements in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

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C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration, and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, administer, maintain, insure, repair and replace the Common Structural Elements and to own, operate, maintain, finance, insure, repair, replace, manage, lease and convey the Common Area in accordance with the Governing Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, pleasing, management and leasing of the Common Area and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Cypress Trails in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Cypress Trails.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Common Area in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by

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the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;

(d) the enforcement of Association rules;

(e) the enforcement of the architectural guidelines;

(f) the enforcement of a contract entered into by the Association with vendors providing services to the Association;

(g) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Common Area or the Common Structural Elements or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(h) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Association, which are not included in the above exceptions shall be financed by the Association only with monies that are collected for that purpose by Special Assessment(s) and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every

Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. Class "A" Members shall be all Members, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. Class "B" Member shall be Declarant, who shall be entitled to three (3) times the total number of votes of all Class "A" Members plus one (1). Class "B" membership shall cease and be converted to Class "A" membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the Total Developed Lots (as defined in Article X.C hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County;

(ii) At such time as Declarant shall designate in writing to the Association;

(iii) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the HOA Act for a period of more than two (2) years;

(iv) Upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(v) Upon a receiver for Declarant being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its Members.

3. Class "A" Members are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Homes which will ultimately be operated by the Association have been conveyed to Members other than Declarant.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Governing Documents.

F. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class "B" Member as set forth herein. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a voting certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Representative"), and filed with the Secretary of the Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Representative. In the event a voting certificate designating a Voting Representative is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is

allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles are: Manuel N. Lindiakos, 222 E. Tarpon Ave., Tarpon Springs, FL 34689.

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

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ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Manuel N. Lindiakos
Vice President	Manuel N. Lindiakos
Vice President	Manuel N. Lindiakos
Vice President	Manuel N. Lindiakos
Treasurer	Manuel N. Lindiakos
Secretary	Manuel N. Lindiakos

ARTICLE X BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
Manuel N. Lindiakos	222 E. Tarpon Avenue Tarpon Springs, FL 34689

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Cypress Trails, if and when ultimately developed, will contain thirty-six (36) Lots with Homes constructed thereon ("Total Developed Lots"). Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation any recreational facilities and amenities), upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of Cypress Trails the right to change the recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Cypress Trails) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Cypress Trails according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraphs E and F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

G. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

H. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

I. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from

the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his/her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

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(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, prejudice amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home or Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the initial registered office of the Association is Manuel N. Lindiakos, 222 E. Tarpon Ave, Tarpon Springs, FL 34689.

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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 5th day of June, 2017.

Manuel N. Lindiakos, Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

REGISTERED AGENT:

Printed Name: Manuel N. Lindiakos
Dated: June 5, 2017