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LAW OFFICES OF
Hatch & Doty, P.A.

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October 21, 2005

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

RE: SERENOA HOME OWNERS ASSOCIATION, INC.

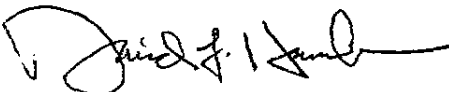
Dear Sir or Madam:

Please find enclosed with this letter the original Articles of Incorporation for the captioned for profit corporation and the original Certificate of Designation of Registered Agent and Registered Office. Please accept the enclosures for filing with your office. A check for your required filing fee and a certified copy fee of \$78.75 is enclosed with this letter.

Also enclosed with this letter is a photocopy of the Articles of Incorporation and Certificate of Designation of Registered Agent which I ask that you stamp acknowledging your receipt of the originals and return the photocopies to me in the self-addressed, postage pre-paid envelope also enclosed.

Thank you and please do not hesitate to contact me if anything has been omitted or additional information is needed.

Sincerely,



David L. Hancock, Esq.
For the Firm

Enclosures

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TALLAHASSEE, FLORIDA

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**ARTICLES OF INCORPORATION
OF
SERENOA
HOME OWNERS ASSOCIATION, INC.
(A Corporation Not for Profit Under
the Laws of the State of Florida)**

In order to form a corporation not for profit under and in accordance with the provisions of Florida Statutes Chapter 617 and other applicable laws of the State of Florida, the undersigned hereby adopts the following Articles of Incorporation:

**ARTICLE 1
NAME OF CORPORATION**

1.1. The name of the corporation is SERENOA HOME OWNERS ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE 2
PRINCIPAL OFFICE OF THE ASSOCIATION**

2.1. The principal place of business and the mailing address of the Association is located at 126 43RD AVE SW, VERO BEACH, FLORIDA 32968.

**ARTICLE 3
PURPOSE**

3.1. The purpose for which the Association is organized is to provide an entity responsible for the operation of a single family residential community to be known generally as the SERENOA Subdivision (hereinafter referred to as the "Project") to be developed by SERENOA, L.L.C., a Florida limited liability company (hereinafter referred to as the "Developer"), to perform all the duties and obligations of the Association and to receive all benefits accruing to the Association as set forth in that certain Master Declaration of Covenants, Conditions, Reservations and Restrictions of SERENOA Subdivision, and to engage in all such other lawful activities provided under applicable law.

**ARTICLE 4
DEFINITIONS**

4.1. Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Master Declaration of Covenants, Conditions, Reservations and Restrictions for SERENOA Subdivision recorded or to be recorded in the Public Records of INDIAN RIVER COUNTY, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

ARTICLE 5
POWERS OF THE ASSOCIATION

5.1. The Association does not contemplate monetary gain or profit to the Members thereof. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers except as permitted as a matter of law or as reimbursement to directors or officers for costs incurred on behalf of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners or Members and for the maintenance, operation and improvement of the property described in the Declaration and all portions thereof intended for the common use and enjoyment of the Owners.

5.2. The Association shall operate, maintain and manage the Surface Water or Storm Water Management System(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Master Declaration of Covenants, Conditions, Reservations and Restrictions which relate to the Surface Water or Storm Water Management System. The Association shall levy and collect adequate assessments against Members of the Association or Owners of parcels within the Project for the costs of maintenance and operation of the Surface Water or Storm Water Management System.

5.3. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including, but not limited to, the following:

(a) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Property and for the health, comfort, safety, and welfare of lot Owners and Members and to make and amend the Bylaws of the Association.

(b) To own, control, operate, manage, maintain, repair, and replace the common property, including the right to reconstruct improvements after casualty and the right to make further improvements to the common property.

(c) To levy and collect Assessments against Members of the Association or Owners of parcels within the Project, as provided for in the Declaration and the Bylaws of this Association, to reduce unpaid Assessments to judgments, and to have execution thereon or to enforce by foreclosure or otherwise any lien upon an Owner's parcel for unpaid Assessments, to generally accomplish the purposes set forth in the Declaration.

(d) To enforce the provisions of the Declaration, these Articles of Incorporation, and the Bylaws of the Association.

(e) To exercise, undertake, and accomplish all of the powers, rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration, including, but not limited to, the enforcement of all of the covenants, restrictions, and other terms contained in or imposed by the Declaration.

(f) The irrevocable right of ingress, egress and regress to each Lot during reasonable hours, when necessary, for the maintenance, repair, or replacement of any common property or for making emergency repairs necessary to prevent damage to the common property, or to another Lot or Lots.

(g) To pay taxes and other charges, on or against property owned or accepted by the Association.

(h) To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated, and to enter into, perform and enforce contracts.

(i) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

(j) To charge recipients for services rendered by the Association and the use of Association Property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

(k) To authorize a management agent to assist the Association in carrying out its powers and duties.

ARTICLE 6

MEMBERS

6.1. The qualification of members, the manner of their admission to and termination of such membership, and voting by members shall be as follows.

6.2. All Lot Owners shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

6.3. Subject to the provisions of the Declaration and the Bylaws of this Association, membership shall be established by the acquisition of the ownership of fee title to or fee interest in a Lot whether by conveyance, devise, judicial decree, or otherwise and by the recordation amongst the Public Records of Indian River County, Florida, of the deed or other instruments validly establishing such acquisition and designating the Lot affected thereby, and by the

delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon the Member being divested of title to all Lots owned by such Member. Membership is nontransferable and inseparable from ownership of the Lot, except as an appurtenance to a Lot.

6.4. The Corporation shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners of Lots in SERENOA Subdivision, excluding Developer. There shall be only one (1) vote per each platted Lot owner. When more than one (1) person holds an interest in any such Lot, all such persons shall be members. The sole vote for such Lot shall be exercised as provided in the bylaws. With respect to each Lot owned by an entity other than a natural person(s), the Lot Owner shall file with the secretary of the Association a notice designating the name of the natural person authorized to cast the vote of such Member or Owner.

Class B: The Class B member shall be Developer, or any successor to the Developer, which shall be entitled to five (5) votes for each Lot it owns (to include each Lot owned in additional phases if additional phases are subjected to these Articles as elsewhere provided). The Class B membership shall cease on the Turnover Date (as hereinafter defined).

6.5. The Bylaws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members in addition to the annual meeting.

6.6. Multiple Owners: Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class "A" vote is cast for any Lot, none of the votes for that Lot shall be counted and said votes shall be deemed void. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

ARTICLE 7

DIRECTORS

7.1. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) Directors nor more than seven (7) Directors. The first Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the Bylaws of the Association. Until the Turnover Date (as hereinafter defined), no Director need be a Member. After the aforesaid Turnover Date, all Directors must be Members.

7.2. After the Turnover Date, Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the Bylaws.

7.3. The Directors named in these Articles shall serve until the Turnover Date, or until otherwise removed by the Developer as provided for in the Bylaws and any vacancies in their number occurring before the Turnover Date shall be filled by the remaining Directors or by the Developer as provided for in the Declaration or the Bylaws of this Association.

7.4. The names and addresses of the members of the first Board of Directors who shall serve until their successors are appointed and have qualified, or until removed, are as follows:

Name Address

PAUL ADAMS	126 43 RD AVE SW VERO BEACH, FL. 32968
------------	--

JAMES ADAMS	126 43 RD AVE SW VERO BEACH, FL. 32968
-------------	--

IRA C. HATCH, JR., ESQ.	1701 HIGHWAY A1A, STE. 220 VERO BEACH, FL. 32963
-------------------------	---

7.5. The "Turnover Date" is defined as the earlier of: (i) Three (3) months after ninety-five percent (95%) of the Lots in all phases of the South Lakes Subdivision that will ultimately be operated by the Association have been conveyed to Members other than the Developer (or Successor Developer) ("Members other than the Developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale); or (ii) the Developer or Successor Developer elects to turn over control of the Association to Members other than the Developer.

7.6. Notwithstanding the Developer or Successor Developers turning over of the Association, the Developer or Successor Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of all Lots in all phases of the Project.

ARTICLE 8
OFFICERS

8.1. The affairs of the Association shall be administered by the Officers of the Association holding the offices designated in the Bylaws. The Officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. Officers need not be Members of the Association. The Bylaws shall provide for the duties of Officers, and for the removal from office of Officers and for the filling of vacancies.

ARTICLE 9
INCORPORATOR

9.1. The name and address of the Incorporator of the Association and Subscriber to these Articles of Incorporation is as follows: DAVID L. HANCOCK, ESQ. 1701 HIGHWAY A1A, SUITE 220, VERO BEACH, FLORIDA 32963.

ARTICLE 10
BYLAWS

10.1. The first Bylaws of the Association shall be adopted by not less than a majority vote of the Board of Directors of the Association and, thereafter, such Bylaws may be altered, amended, or rescinded only as provided in the Bylaws.

ARTICLE 11
DURATION

11.1. The Association shall commence to exist upon the filing of these Articles with the Florida Department of State, and the Association shall thereafter exist in perpetuity.

ARTICLE 12
AMENDMENTS

12.1. Amendments While Developer Holds Two-Thirds (2/3) of Total Membership Votes. At any time Developer holds two-thirds (2/3) of the total membership votes (Class A and Class B combined for all phases of the Serenoa Subdivision that will ultimately be operated by the Association), these Articles may be amended by the vote of the Developer without a meeting.

12.2. Amendments While Developer Does Not Hold Two-Thirds (2/3) of Total Membership Votes. At any time the Developer does not hold two-thirds (2/3) of the total membership votes (Class A and Class B combined for all phases of the Serenoa Subdivision that will ultimately be operated by the Association), amendments to these Articles may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by Members of the Association owning not less than one-third (1/3) of the Lots, whether meeting as Members or by instrument in writing signed by them. Upon any Amendment to the Articles of Incorporation being proposed by said Board of Directors, or Members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10)

days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any Member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such Member.

At such meeting, if the Developer maintains at least one (1) Class B membership, the Amendment or Amendments proposed must be approved by the Developer and an affirmative vote of Members holding at least two-thirds (2/3) of the total membership votes (Class A and Class B combined for all phases of the Serenoa Subdivision that will ultimately be operated by the Association) in order for such Amendment or Amendments of the Articles of Incorporation to be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida and also recorded in the Public Records of INDIAN RIVER County. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of the Association shall be mailed or delivered to all of the Members of the Association, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any Member of the Association shall be recognized if such Member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

At such meeting, if the Developer no longer maintains a Class B membership, the Amendment or Amendments proposed must be approved solely by an affirmative vote of Members holding at least two-thirds (2/3) of the total membership votes and the above referenced procedure for certification, filing and recording shall be followed.

The Developer specifically reserves the absolute and unconditional right, as long as Developer owns any Lot, to amend these Articles without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water Management District, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local governmental entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

Notwithstanding any other terms or conditions contained herein, no amendments may be made to these Articles amending or terminating the rights of the Developer without the prior written consent of the Developer.

12.3. Governmental Approval of Certain Amendments. So long as there is a Class B membership, the following actions shall require the prior approval of the Department of Housing and Urban Development, Federal Housing Administration or the Veterans Administration: annexation of additional properties; dedication of Common Areas; amendment of these Articles of Incorporation; merger and/or consolidation of this Corporation; mortgaging of any Common Areas in the Project; or dissolution of the Association.

12.4. Limitations. No Amendment shall be made that is in conflict with the Declaration.

ARTICLE 13

ASSOCIATION ASSETS

13.1. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws of the Association.

13.2. In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the Association assets and carrying out the duties and responsibilities of the Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to INDIAN RIVER County, Florida or other applicable governmental entity. However, in no event shall INDIAN RIVER County, Florida or other applicable governmental entity be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section. INDIAN RIVER County, Florida or other applicable governmental entity, may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County Commission, or governing body. In the event assets of the dissolved Association are not accepted by Indian River County, Florida or other applicable governmental entity, then the assets shall be distributed in accordance with Florida Statute Section 617.1406 (3) (c) or any successor statutory provision.

13.3. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Storm 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 prior to such termination, dissolution or liquidation.

ARTICLE 14

INDEMNIFICATION OF OFFICERS AND DIRECTORS

14.1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or

investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

14.2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

14.3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

14.4. Any indemnification under Section 14.1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 14.1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

14.5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking, satisfactory to the Board of Directors, by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

14.6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to

action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

14.7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy or applicable law. In the event that indemnification provided under this Article is deemed to be against public policy or applicable law, such an event shall not invalidate or affect any other right or indemnification herein provided.

14.8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 14.1, whether or not the Association would have the power to indemnify him or her under this Article.

14.9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE 15

INCONSISTENCY

15.1. In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE 16

REQUIRED APPROVALS

16.1. Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of additional property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of the Declaration or these Articles, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on improvements in the Project, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the

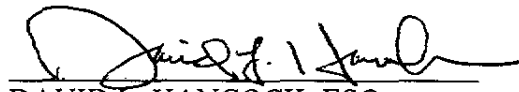
Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 17

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The street address of the initial registered office of the Association is 1701 HIGHWAY A1A, SUITE 220, VERO BEACH, FL, 32963, and the initial registered agent of the Association at that address is DAVID L. HANCOCK, ESQ.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 21st day of October, 2005.



DAVID L. HANCOCK, ESQ.,
Incorporator

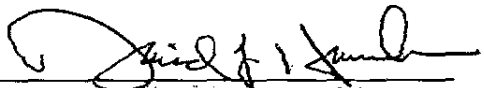
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 617 and Section 48.091, Florida Statutes, the following is submitted in compliance with said Acts;

FIRST, that SERENOA HOME OWNERS ASSOCIATION, INC. a Florida Non-Profit organization, desiring to organize under the laws of the State of Florida, with its principal office as indicated by the Articles of Incorporation in the County of INDIAN RIVER, State of Florida, has named DAVID L. HANCOCK, ESQ., 1701 HIGHWAY A1A, SUITE 200, VERO BEACH, FLORIDA 32963, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept such appointment and agree to act as Registered Agent and agree to comply with the provisions of said Acts relative to the proper and complete performance of my duties and I am familiar with and accept the obligations of my position as Registered Agent.



DAVID L. HANCOCK, ESQ.,
Registered Agent

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