

NO7000005896

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

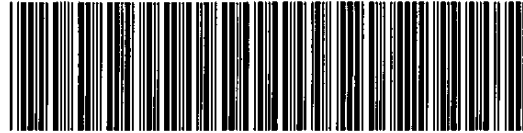
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500102096875

06/13/07--01021--008 **87.50

FILED
2007 JUN 13 AM 9:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

J. Sifers JUN 14 2007

Sunstate Research

Requester's Name

Address

City/State/Zip

6565454

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Ivey's Lake Property Owners' Association, Inc

(Corporation Name)

(Document #)

2. Association, Inc

(Corporation Name)

(Document #)

3.

(Corporation Name)

(Document #)

4.

(Corporation Name)

(Document #)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 JUN 13 AM 9:27

FILED

Walk in
 Mail out

Pick up time
 Will wait

Photocopy

Certified Copy
 Certificate of Status

NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

Examiner's Initials

**ARTICLES OF INCORPORATION
OF
IVEY'S LAKE PROPERTY OWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Florida law, the undersigned Incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation (hereinafter called the "Articles") for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is IVEY'S LAKE PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

DEFINITIONS

Section 1. Unless otherwise provided in these Articles of Incorporation, all terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Easements, Covenants and Restrictions for Ivey's Lake Property Owners' Association, Inc. recorded or to be recorded in the Public Records of Volusia County, Florida, as it may be amended and/or supplemented from time to time (hereinafter called the "Declaration").

Section 2. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a real estate investment trust, an association, a sole proprietorship, an estate, a trust or other legal entity.

Section 3. "Member" shall mean and refer to each member of the Association as provided in the Declaration and these Articles. The term "Member" shall refer to both Class A and Class B Members as set forth in these Articles.

Section 4. "Voting Member" shall mean and refer to each Member or representative of a Member for each Lot who will cast a ballot and/or vote on behalf of that Lot. Each Lot shall have only one (1) Voting Member. The Voting Member shall be selected in the manner set forth in these Articles.

FILED
2007 JUN 13 AM 9:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE III

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 801 International Parkway, Suite 500, Lake Mary, Florida 32746.

ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Association shall be located at 300 South Orange Avenue, Suite 1000 (DTO), Orlando, Florida 32801, and the initial registered agent of the Association shall be Corporation Company of Orlando. The Association may change its registered agent or the location of its registered office, or both, from time to time, without having to amend these Articles of Incorporation.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

Section 1. Purpose. The purposes for which the Association is organized are as follows:

(a) To operate as a corporation not for profit pursuant to Chapter 617 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time. The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, Directors or officers.

(b) To administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration as it may be amended and/or supplemented from time to time.

(c) To administer, enforce and carry out the terms and provisions of any other declaration of covenants, conditions and restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the Association.

Section 2. Powers. The Association shall have the following powers:

(a) All of the common law and statutory powers of a not-for-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 of Incorporation, the Bylaws or the Declaration.

(b) To enter into, make, establish, amend and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the Association. The

Association may use any enforcement method authorized by the Declaration and/or Florida law, including but not limited to, fines, suspensions of use rights to Common Facilities, actions for damages, equitable actions, injunctive relief, administrative actions, or any combination of those. The prevailing party in any action at law, action for damages, equitable action, action for injunctive relief and/or administrative action shall be entitled to recover all of its attorneys' fees, paralegal fees, costs, expenses, appellate attorneys' fees and appellate costs.

(c) To fix, levy and collect assessments and/or special assessments from Members to defray the costs, expenses, taxes, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties, including, but not limited to, the costs of maintenance, management, repair, replacement, inspection and operation of the Common Facilities.

(d) To fix, levy and collect special assessments from Members to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

(e) To make, adopt, establish, amend and enforce rules and regulations regarding the use, appearance and/or condition of any portion of the Property bound by the terms, covenants, conditions and restrictions of the Declaration, including but not limited to, Common Facilities, Lots, Members, structures, improvements, landscaping and maintenance.

(f) To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real property and personal property.

(g) To borrow and to hold funds, select depositories, administer bank accounts of the Association, and to pay all expenses, including licenses, public assessments, taxes or government charges, incident to the purposes and powers of the Association, as set forth in these Articles of Incorporation and as may be provided in the Declaration and the Bylaws.

(h) To purchase insurance for the protection of the Association, its officers, directors, Members and such other parties as the Association may determine to be in the best interests of the Association. To require Members to purchase insurance for the protection of their Lots and any structures, landscaping and/or improvements thereon.

(i) To operate, maintain, manage, repair, control, regulate, replace and/or improve the Common Facilities and such other portions of the Property as may be determined by the Association from time to time.

(j) To enter into contracts and agreements between third parties and the Association.

(k) To provide for any functions and services within the Property as the Board of Directors in its sole discretion determines necessary or appropriate.

(l) To provide, purchase, sell, lease, acquire, replace, improve, maintain and/or repair such buildings, structures, pathways, landscaping, paving, equipment and property, both real and personal, as the Association, through its Board of Directors, in its discretion determines necessary or appropriate.

(m) To employ any personnel necessary to perform the obligations, services and/or duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the costs thereof in accordance with whatever contractual arrangement the Board of Directors of the Association shall enter in its sole discretion.

(n) To establish, maintain, operate and use reserve funds for capital improvements, repairs and replacements. To establish, maintain, operate and use reserve funds for items, services, property and/or any other purpose as the Board of Directors of the Association may determine in its sole discretion to be in the best interest of the Association.

(o) To enter into a management contract with a third party for the maintenance and repair of any Common Facilities and for the operation of the Association. The Board of Directors will carry out this power on behalf of the Association. The management contract may provide a management fee to the management agent and the delegation of certain duties, as may be determined by the Board of Directors of the Association.

(p) To enter into agreements and/or contracts with professionals, including but not limited to attorneys and accountants, to assist the Association in its performance of the obligations, services and duties required of or to be performed by the Association. The Board of Directors will carry out this power on behalf of the Association.

(q) To create, appoint and/or dissolve any committees that the Board of Directors of the Association may deem appropriate.

(r) To collect delinquent assessments by fine, claim of lien, suit or otherwise and to file and defend any suit or other proceeding in pursuit of all legal and/or equitable remedies or defense of all claims relating to the Declaration, the Bylaws, these Articles and/or Florida law.

(s) To adopt, change, repeal and/or amend the Bylaws.

(t) To adopt, change, repeal and/or amend Bylaws that would be effective only in an emergency, as defined in Article XIII of these Articles.

ARTICLE VI

MEMBERSHIP

Section 1. Each Lot Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of record title to a Lot or portion of a Lot shall operate automatically to transfer to the new Lot Owner the membership in the Association appurtenant to that Lot. The interest, if any, of a Lot Owner in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner, except as an appurtenance to that Owner's Lot. Membership in the Association is mandatory for all Lot Owners and membership shall continue, as to each Lot Owner, until such time as that Lot Owner transfers and/or conveys that Lot Owner's fee simple interest in the Lot upon which that Lot Owner's membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Lot, and it shall be the responsibility and obligation of the new Lot Owner of the Lot to provide such true copy of said recorded instrument to the Association.

Section 2. The Association shall have two (2) classes of membership with the voting rights as follows:

(a) Class A. Class A Members shall be all the Lot Owners, with the exception of the Owner of the Integra Property for so long as the Owner of the Integra Property retains Class B membership. Each Class A Member shall have one (1) vote for each Lot in which such Class A Member holds the interest required for membership. Class A Members shall be entitled to vote upon the termination of the Class B membership. When more than one (1) Person is a Lot Owner of any Lot or portion of a Lot, all such Persons shall be Members of the Association, but the vote for that Lot shall be exercised by only that one (1) Voting Member. In no event shall more than one (1) Class A vote be cast with respect to any Lot. The Class A votes for any Lot or Lots cannot be divided for any issue, candidate and/or matter, and must be voted as a whole. Except where otherwise required under the provisions of these Articles, the Declaration or the Bylaws, the affirmative vote of the Owners of a majority of the Lots represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon all Members.

(b) Class B. The Class B Member shall be the Owner of the Integra Property (or the express assigns or successors in interest of the Owner of the Integra Property). Until the termination of the Class B membership pursuant to these Articles, the Owner of the Integra Property shall be the only Member (regardless of class) entitled to vote. Until the termination of the Class B membership pursuant to these Articles, the Owner of the Integra Property shall have one (1) vote per Lot for each Lot which the Owner of the Integra Property owns. Upon the termination of Class B membership pursuant to these Articles, the Owner of the Integra Property shall automatically be converted to Class A membership and shall be entitled to cast the

applicable number of Class A votes for each Lot still owned by the Owner of the Integra Property.

(c) Termination of Class B Membership. The Class B membership shall continue in effect during the period from the date the Declaration is recorded in the Public Records of Volusia County, Florida until the sale of any portion of the Strickland Property or the issuance of a building or site work permit for any portion of the Strickland Property ("Phase I"). Upon the termination of Class B membership, the Owner of the Integra Property shall automatically be converted to Class A membership and shall be entitled to cast the applicable number of Class A votes for each Lot still owned by the Owner of the Integra Property.

(d) Designation of Voting Member. If a Lot is owned by one (1) Person, that Person shall be the Voting Member and its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one (1) Person, the Voting Member entitled to cast the votes for that Lot pursuant to the terms of the Declaration and these Articles shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Association. If a Lot is owned by a general or limited partnership, the Voting Member of that Lot shall be designated by a certificate of appointment signed by one (1) of the general partners and filed with the Association. If a Lot is owned by a corporation, the Voting Member for that Lot shall be designated by a certificate of appointment signed by the president or vice president of the corporation and filed with the Association. If a Lot is owned in trust, the Voting Member for that Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Association. If a Lot is owned by a limited liability company, the Voting Member for that Lot shall be designated by a certificate of appointment signed by a manager or managing member of the limited liability company and filed with the Association. Such certificates of appointment shall be valid until revoked and/or superseded by a subsequent certificate and/or until a change in ownership of that Lot. A certificate designating the Voting Member for a Lot may be revoked in writing by any Lot Owner of that Lot; provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot in these Articles.

(d) Voting by Proxy. All Voting Members may do so by proxy. Any proxy shall be delivered to the Secretary of the Association's Board of Directors or another authorized person so designated by the Board of Directors. No proxy shall be valid after ninety (90) days from the date the proxy is signed by the Member. Every proxy shall be revocable at any time in the discretion of the Member executing that proxy.

(e) No Cumulative Voting. There shall be no cumulative voting on any issue, matter or candidate that is the subject of a vote by the Association's membership.

(f) Fractional Voting Prohibited. The vote for each Lot must be cast as a single vote, and fractional votes shall not be permitted. If more than one (1) Class A vote is cast for any Lot, the vote for that Lot shall not be counted for any purpose except for establishing a quorum. If a Voting Member casts a vote on behalf of a Lot, it shall be conclusively presumed that Voting Member was acting with the authority and consent of all Owners of that Lot.

(g) Subdivision of a Lot. In no event shall any of the original Lots as shown on Exhibit "D" to the Declaration be attributed more than one (1) vote per Lot, even if the ownership of any of those Lots becomes subdivided and/or any of those Lots are subdivided and conveyed to a third party. As there are a total of eleven (11) original Lots, the Association shall never have more than a total of eleven (11) votes. As an illustration, but not a limitation, the Integra Property shall always have a total of five (5) votes, as the Integra Property is comprised of five (5) of the original eleven (11) Lots. If a Lot is subdivided and a portion of that Lot is conveyed to a third party, the third party shall be a Member of the Association, but a Voting Member would need to be designated for that Lot pursuant to the terms of these Articles in order to cast the one (1) vote for that Lot.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed and administered by a Board of Directors consisting of at least three (3) and no more than seven (7) members, as may be determined from time to time by the Association's membership. The initial Board of Directors shall consist of four (4) members. All of the duties, power and authority of the Association existing under Florida law, the Declaration, these Articles and/or the Bylaws shall be exercised exclusively by the Board of Directors, subject to approval by the Members only when specifically required. The names and addresses of persons who are to act in the capacity of Director until appointment or election of their successors are:

	<u>NAME</u>	<u>ADDRESS</u>
1.	David McDaniel	801 International Parkway, Suite 500 Lake Mary, Florida 32746
2.	James Hugh Strickland	420 May Street Orange City, Florida 32763
3.	Cristy M. McDaniel	801 International Parkway, Suite 500 Lake Mary, Florida 32746
4.	Harley A. Strickland	420 May Street Orange City, Florida 32763

Notwithstanding anything to the contrary in these Articles, only those Directors appointed and/or selected by the Owner of the Integra Property shall have a vote on the Association's Board of Directors prior to the termination of the Class B membership. Upon the termination of the Class B membership, each Director on the Board shall then be entitled to cast a vote. When Class B membership terminates, the Class A Voting Members shall elect Directors by written ballot at the next Annual Meeting of the Association's Members. A Member must be

current in the payment of all Association assessments to be eligible to run for and hold the position of Director. Directors must be natural persons who are eighteen (18) years of age or older. Directors do not need to also be Members of the Association.

Any vacancies on the Board shall be filled as set forth in the Bylaws of the Association.

ARTICLE VIII

OFFICERS

The officers of the Association may include a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The officers shall be elected by the Board of Directors and the officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	David McDaniel	801 International Parkway, Suite 500 Lake Mary, Florida 32746
Vice President	James Hugh Strickland	420 May Street Orange City, Florida 32763
Secretary	Cristy M. McDaniel	801 International Parkway, Suite 500 Lake Mary, Florida 32746
Treasurer	Harley A. Strickland	420 May Street Orange City, Florida 32763

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 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 person 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 that person acted in good faith, and, with

respect to any criminal action or proceedings, he or she had no reasonable cause to believe his or her 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 or her in connection with the defense or settlement of an action or suit by or in the right of the Association, if he or she acted in good faith.

Section 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 or her conduct was unlawful.

Section 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.

Section 4. Any indemnification under Article IX, Section 1 of these Articles of Incorporation (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 or she has met the applicable standard of conduct set forth in Article IX, Section 1 of these Articles of Incorporation. 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.

Section 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 by or on behalf of the Director or officer to repay such amounts if it shall later develop that he or she is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article IX 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.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article IX 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. In the event that indemnification provided under this Article IX is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 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 or her capacities as described in Article IX, Section 1 of these Articles of Incorporation, whether or not the Association would have the power to indemnify him or her under this Article IX.

Section 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 X

EXISTENCE AND DURATION

Section 1. The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State for the State of Florida. The Association shall exist in perpetuity.

Section 2. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation, management and maintenance of the Common Facilities shall be the joint and several obligation and responsibility of all Owners of Lots within the Property.

ARTICLE XI

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted as follows:

A. The Board of Directors, by majority vote, must adopt a resolution setting forth the proposed amendment(s); and

Written notice of the content of the proposed amendment(s) must be given to all Members of the Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment(s) will take place. In addition to the content of the proposed amendment(s), the Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of this Article XI(A), the notice will be considered to have been properly sent to the Association's membership when personally delivered or mailed,

postage prepaid, by the Association, its employees, agents, officers or Directors, to the address of the person who appears as a Member or Owner on the records of the Association at the time of such delivery or mailing.

B. Any proposed amendment to these Articles of Incorporation must be submitted to a vote by the Voting Members for approval. At least sixty-seven percent (67%) of those Voting Members, who appear either in person or by proxy at any duly called meeting of the Association's membership where a quorum is attained, must vote in favor of adopting any amendment to these Articles of Incorporation. A vote by the Voting Members regarding a proposed amendment to these Articles of Incorporation may take place at any duly called meeting of the Association's membership where a quorum is attained, which may either be the Annual Meeting or a Special Meeting.

C. If an amendment is adopted by the Voting Members pursuant to Article XI(B) of these Articles, a copy of the amendment(s) must be filed with the State of Florida Secretary of State or other appropriate agency of the State of Florida, and a copy that has been certified by the Secretary of State or other appropriate agency of the State of Florida shall be recorded in the Public Records of Volusia County, Florida. Any amendment to these Articles of Incorporation shall be effective on the date it has been accepted and filed by the Secretary of State or other appropriate agency of the State of Florida.

ARTICLE XII

BYLAWS

The Bylaws of the Association shall be initially adopted by a majority vote of the Association's Board of Directors and may subsequently be altered, amended, repealed and/or rescinded in the manner provided in the Bylaws.

ARTICLE XIII

EMERGENCY BYLAWS

The Association's Board of Directors, by majority vote, may adopt Bylaws that would be effective only in an emergency. For purposes of these Articles of Incorporation, "emergency" shall be defined as a catastrophic event that would prevent a quorum of the Association's Board of Directors from readily assembling, which would include, but is not limited to, the following: a hurricane; a declared state of emergency by the appropriate governmental agencies; and an evacuation of the area where the Property is located ordered by the appropriate governmental agencies.

Any emergency Bylaws adopted by the Association's Board of Directors shall cease to be effective once the reason for the emergency ends. All provisions of the regular Bylaws that do not conflict with the emergency Bylaws remain effective during the emergency.

ARTICLE XIV

CONFLICT BETWEEN DOCUMENTS

In the event of any conflict or inconsistency between these Articles of Incorporation and the Declaration, the terms, conditions and provisions of the Declaration shall control and prevail. In the event of any conflict or inconsistency between these Articles of Incorporation and the Bylaws, the terms, conditions and provisions of these Articles of Incorporation shall control and prevail.

ARTICLE XV

MERGER

Section 1. The Association may be merged with any other Florida not for profit or for profit corporation, as long as the surviving corporation is a Florida not for profit corporation and has as one of its purposes to administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration as it may be amended and/or supplemented from time to time, any subsequent Declaration, any restrictive covenants that run with the land and/or any equitable servitudes that may apply to the Property.

Section 2. In order for a merger to occur, the Association must adopt a plan of merger that contains at a minimum the following: the names of the corporations proposing to merge and the name of the surviving corporation which will be left following the merger; the terms and conditions of the proposed merger; a statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger; and a prohibition on any abandonment of the proposed merger after the merger has been approved by the Association's members pursuant to Article XV, Section 3(c) of these Articles of Incorporation, unless such abandonment is first approved by the Association's members.

Section 3. In order to approve a plan of merger:

(a) the Board of Directors, by a majority vote, must first adopt a resolution approving the proposed plan of merger and then submit that plan of merger to a vote of the Association's membership by written notice.

(b) the written notice of the content of the proposed amendment must be given to all Members of the Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment will take place. In addition to the content of the proposed amendment, the Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of Article XV, Section 3(b) of these Articles of Incorporation, the notice will be considered to have been properly sent to the Association's membership when personally delivered or mailed, postage prepaid, by the Association, its employees, agents,

officers or Directors, to the address of the person who appears as a Member or Owner on the official records of the Association at the time of such delivery or mailing.

(c) the proposed plan of merger must then be approved by at least a majority of the Association's Voting Members, voting either in person or by proxy, at a duly called meeting of the Association's Members at which a quorum is attained. This meeting of the Association's Members may be either the Annual Meeting or a Special Meeting.

ARTICLE XVI

INCORPORATOR

The name and street address of the Incorporator to these Articles of Incorporation are as follows: Daniel T. O'Keefe, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation this 11th day of June, 2007.

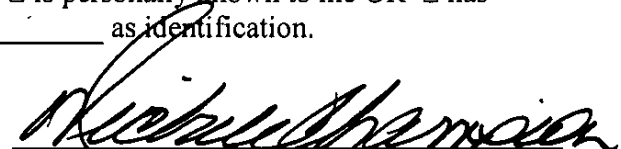

DANIEL T. O'KEEFE

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 11th day of June, 2007, by DANIEL T. O'KEEFE who is personally known to me OR has produced _____ as identification.

NOTARY STAMP:


NOTARY PUBLIC, State of Florida

Print Name: _____
Commission No. _____
My Commission Expires: _____

 Michele M. Champion
My Commission DD210006
Expires August 24, 2007

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617 of the Florida Statutes, the following is submitted in compliance with said Acts:

IVEY'S LAKE PROPERTY OWNERS' ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 300 South Orange Avenue, Suite 1000 (DTO), Orlando, Florida 32801, has named Corporation Company of Orlando, located at the above-registered office, as its Registered 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 to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:

CORPORATION COMPANY OF
ORLANDO

By: J. Gregory Humphries
J. Gregory Humphries, Vice President

Dated: June 11, 2007.

FILED
2007 JUN 13 AM 9:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA