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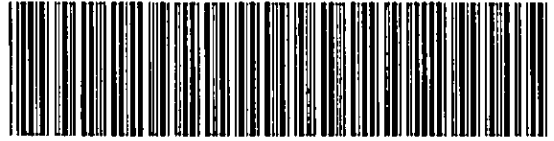
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Disney Vacation Development, Inc.

July 17, 2018

VIA FEDEX

Department of State Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

REGISTRATION

19 JUN 20 PM 4:41

RE: Disney's Riviera Resort Condominium Association, Inc.

Dear Sir/Madam:

Enclosed please find the original and one (1) copy of the Articles of Incorporation of Disney's Riviera Resort Condominium Association, Inc. for filing with your office. Also enclosed is a Disney Worldwide Services, Inc. check, in the amount of \$87.50, for the requisite filing fee, certified copy & certificate.

Should you have any questions or require additional information, please do not hesitate to contact me at 407-566-3105 or via email at kathryn.a.huynh@disney.com.

Sincerely,

Kathryn A. Huynh
Regulatory Affairs Specialist
Disney Vacation Development, Inc.

Enclosures

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Disney's Riviera Resort Condominium Association, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

\$70.00
Filing Fee

\$78.75
Filing Fee &
Certificate of
Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Disney Vacation Development, Inc.
Name (Printed or typed)

1390 Celebration Boulevard
Address

Celebration, FL 34747
City, State & Zip

407-566-3278
Daytime Telephone number

Karen.Grip@disney.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

18 JUL 20 PM 1

**ARTICLES OF INCORPORATION OF
DISNEY'S RIVIERA RESORT CONDOMINIUM ASSOCIATION, INC.**

All terms used in these Articles of Incorporation of DISNEY'S RIVIERA RESORT CONDOMINIUM ASSOCIATION, INC. (the "**Articles**") shall have the same meaning as the identical terms used in the Declaration of Condominium of Disney's Riviera Resort, a leasehold condominium (the "**Declaration**").

ARTICLE I - Name

1. The name of the corporation shall be DISNEY'S RIVIERA RESORT CONDOMINIUM ASSOCIATION, INC. (the "**Association**").

If the Property Management Agreement between the Association and Disney Vacation Club Management, LLC, a Florida limited liability company ("**DVCM**") terminates for any reason, at the option of Disney Vacation Development, Inc. ("**DVD**") or DVCM, and without requiring any action to be taken by the board of directors of the Association (the "**Board**") or the Association, the name of the Association will be simultaneously and automatically changed to VILLAS CONDOMINIUM ASSOCIATION, INC. and the name of DISNEY'S RIVIERA RESORT, A LEASEHOLD CONDOMINIUM (the "**Condominium**") will be simultaneously and automatically changed to VILLAS CONDOMINIUM, A LEASEHOLD CONDOMINIUM. If either of these replacement names are unavailable for use by the Association or the Condominium, the Board shall select an alternative name for the Association and the Condominium; provided, however, that prior to the use of any name to identify the Association or the Condominium, whether the name change is as a result of the termination of the Property Management Agreement or otherwise, such name will be submitted to WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation ("**WDPR**") for its consent.

2. If the name of the Condominium and the Association is changed for any reason, the Board and all Owners are prohibited from using the name "Disney" or "Riviera" (or any other form of the name "Disney" or "Riviera") in any manner whatsoever, unless WDPR consents to such use, and the Association is immediately required to:

a. Remove all signs containing the name "Disney" or "Riviera" (or any other form of the name "Disney" or "Riviera") from the Condominium Property and from any offsite location to the extent the sign refers to the Association or the Condominium;

b. Destroy all stationery, descriptive literature or printed or written matter bearing the name "Disney" or "Riviera" (or any other form of the name "Disney" or "Riviera") other than the prior books and records of the Association;

c. Cease and desist from using the name "Disney" or "Riviera" (or any other form of the name "Disney" or "Riviera") orally or in writing in referring to the Association or the Condominium;

d. Take immediate action to effect changes to the documents and materials that reference the Association and the Condominium and use of the name "Disney" or "Riviera" (or any other form of the name "Disney" or "Riviera") to eliminate the use of such names in any manner; and

e. Remove any architectural or landscaping features from the Condominium Property which contain the "Disney" name, the "Riviera" name or any "Disney" caricature, fanciful character, logo or other trademark of The Walt Disney Company, a Delaware corporation, its successors and assigns or any of the subsidiaries of The Walt Disney Company, including DVD, DVCM, and WDPR, unless otherwise approved by WDPR. In this regard, the Association is responsible, at its cost, for repairing or replacing the structure or landscaping from which any such symbol has been removed so as to ensure that the structural integrity of such structure or landscaping is not jeopardized and that the appearance of the structure or landscaping remains consistent with the surrounding area and in compliance with the Master Declaration, the Ground Lease and the Condominium Documents.

3. Other than DVD, DVCM, the TWDC Companies and other persons who are specifically authorized in writing by DVD, DVCM, the TWDC Companies or the Board, to use the name of the Condominium or the Association, no person shall use the name, or any derivative of the name, of the Condominium or the Association, or any related logo in any advertising or promotional material. Owners may only use the name of the Condominium to identify their Unit

or Ownership Interest and in connection with the legal and permitted transfer of their Unit or Ownership Interest. Other than the Association (and DVCM in its capacity as the Management Company), no person, including any Owner, may use the name of the Condominium or the Association in any manner that appears to be an official or sanctioned communication from the Association or the Board.

4. The provisions of this Article I may be enforced by any remedy at law or equity, including mandatory or prohibitory injunctions, and by accepting a deed which includes membership in the Association subject to these Articles, each Owner acknowledges that in the event of non-performance of any of the restrictions described in this Article I, remedies at law are deemed inadequate to enforce the terms of this Article I.

ARTICLE II - Purpose

1. The purpose for which the Association is organized is to manage, operate, and maintain the Condominium in accordance with the Master Declaration, the Ground Lease, the Condominium Documents, and Applicable Law.

2. The Association shall not be operated for profit. The Association shall have no capital stock and shall make no distribution of income or profit to its directors or officers or the Owners. The Association may only make distribution to its Owners upon dissolution or final liquidation, as permitted by a court of competent jurisdiction. No such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income or profit. Any assessments or fees collected by the Association, or by any agent acting on behalf of the Association, are held for the benefit of the Owners and shall not be considered income of the Association.

ARTICLE III - Powers

1. The Association shall have all of the common law and statutory powers of a Florida not for profit corporation which are not in conflict with the terms of the Master Declaration, the Ground Lease, the Condominium Documents, or Applicable Law, together with such specific powers as are contained in the Condominium Documents.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association including the following:

a. To adopt an operating and reserve budget and to make and collect assessments against Owners to defray the costs of operating the Condominium, the Association, and the Vacation Ownership Plan and to fund reserves.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, manage, repair, replace, renovate, and operate the Condominium Property, including obtaining and maintaining adequate insurance to protect the Association and the Condominium Property.

d. To reconstruct improvements after casualty or condemnation and construct further improvements to the Condominium Property.

e. To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property.

f. To enforce by legal means the provisions of the Condominium Documents, and the provisions of the Master Declaration and Ground Lease to the extent permitted in such instruments.

g. To contract for the management of the Condominium and the Vacation Ownership Plan and to delegate to such contractor all powers and duties of the Association except such as are specifically required by Applicable Law or the Condominium Documents to have approval of the Board or Owners. Notwithstanding any provisions contained in these Articles to the contrary, it is the intent of these Articles that the Board shall not have the power to independently terminate the Property Management Agreement. The Property Management Agreement may only be terminated in accordance with its own terms or by the vote of the Owners in accordance with Applicable Law.

h. To pay taxes and assessments which are liens against any part of the Condominium, and to assess the same against the Owner subject to such liens.

i. To pay the cost of all power, water, sewer, and other utility services rendered to the Condominium and not billed directly to an Owner.

j. To employ personnel and professionals for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including accountants and attorneys.

k. To bond any or all employees, officers, and directors of the Association, for which the Association shall bear the costs.

l. To maintain, manage, repair, replace, renovate, and operate the property of the single condominium resulting from a merger of this Condominium with another independent and separate condominium pursuant to the merger provisions of the Declaration.

m. To maintain all books and records concerning the Condominium and the Vacation Ownership Plan including the maintenance of a complete list of the names, addresses, and e-mail addresses of all Owners, a copy of which shall be provided to the Division upon request.

n. To operate and administer or assign the operation or administration of any reservation system created for the Condominium or the Vacation Ownership Plan, and to amend or revise the reservation system as is necessary from time to time. Notwithstanding any provisions contained in these Articles to the contrary, it is the intent of these Articles that the Board shall not have the power to independently terminate the Membership Agreement or the DVC Resort Agreement, which agreements may only be terminated as set forth in the Membership Agreement or the DVC Resort Agreement, respectively.

o. To lease or license non-Condominium Property for the Association, as lessee or licensor; to lease or license Condominium Property, including Association Property, Units owned by the Association, and Common Elements, as lessor or licensor; and to acquire title to and hold, convey, transfer, assign, encumber, lease, license, or mortgage non-Condominium Property, Condominium Property, and Association Property.

p. To convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansions, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

q. To accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the Units with the applicable fire and life safety code.

r. To borrow money in furtherance of its rights and obligations.

s. To acquire title to and hold, convey, transfer, assign, encumber, lease, license, or mortgage non-Condominium Property, Condominium Property, and Association Property.

t. To grant, modify, or move easements from time to time over the Condominium Property and Association Property.

u. To institute, maintain, compromise, settle, or appeal claims, actions or hearings in its name on behalf of all Owners concerning matters of interest to the Association, the Board, or most or all Owners, including settling claims of lien for past due assessments and related foreclosure actions.

v. To adopt reasonable rules and regulations regarding the frequency and manner of responding to Owner inquiries. Unless provided by the Board otherwise, the Association is only obligated to respond to one (1) written inquiry per Ownership Interest in any given thirty (30) day period, and any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period.

w. To exercise those powers specifically granted to condominium associations pursuant to Chapter 718 and to managing entities pursuant to Chapter 721.

3. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration, the Ground Lease, the Condominium Documents, and Applicable Law.

ARTICLE IV - Owners

The qualifications of Owners as members of the Association, the manner of their admission to the Association, and voting by Owners shall be as follows:

1. All Owners of Units shall be members of this Association, and no other persons or entities shall be entitled to membership. Each Unit shall be entitled to one (1) vote at Association meetings, except for Commercial Units, which shall not be entitled to any vote. The vote for a Unit shall be cast by its Voting Representative. Voting Representatives for Units owned by more than one person, a corporation, or other entity shall be cast by the Voting Representative named in a Voting Certificate signed or accepted by all of the Owners of that Unit (including by virtue of accepting title to an interest in the Unit) and filed with the secretary of the Association. Cumulative voting is expressly prohibited.

2. Changes in membership in the Association shall be established by the recording in the Public Records of Orange County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium. The Association shall recognize a change in membership upon delivery to the Association of a copy of such recorded instrument in accordance with Chapter 721. The new Owner designated by such instrument shall automatically become a member of the Association. The membership of the prior Owner shall then be deemed terminated.

3. The share of Owners in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to their Unit.

ARTICLE V - Directors

1. The affairs of the Association will be managed by a Board of not less than three (3) nor more than seven (7) directors as shall be determined by the Bylaws, and in the absence of such determination the Board shall consist of five (5) directors.

2. Directors of the Association shall be appointed or elected at the annual Owners' meeting in the manner determined by the Bylaws.

3. The names and addresses of the initial Board who shall hold office until their successors have been duly appointed or elected and qualified as provided in the Bylaws are as follows:

<u>Name:</u>	<u>Address:</u>
Terri A. Schultz ✓	1390 Celebration Boulevard, Celebration, Florida 34747
Shannon Sakaske ✓	1390 Celebration Boulevard, Celebration, Florida 34747
Yvonne Chang ✓	1390 Celebration Boulevard, Celebration, Florida 34747
* Leigh Anne Nieman ✓	1390 Celebration Boulevard, Celebration, Florida 34747
Mahmud Dhanani ✓	901 Century Drive, Bay Lake, FL 32830

ARTICLE VI - Officers

The officers of the Association shall consist of a president, a vice president, a secretary, and a treasurer. The Board may appoint such other officers and grant them the duties as it deems appropriate, which other officers may include assistant vice presidents, assistant secretaries, and assistant treasurers. Officers shall serve without compensation and at the pleasure of the Board. Any officer may be removed by the Board at any time, with or without cause. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the offices of

president and vice president shall not be held by the same person, nor shall the offices of president, secretary, assistant secretary, treasurer, or assistant treasurer be held by the same person.

The names of the initial officers who shall serve until replacements are appointed are:

<u>Name:</u>	<u>Office:</u>
Terri A. Schultz ✓	President
Shannon Sakaske ✓	Vice President
Yvonne Chang ✓	Vice President and Secretary
Mahmud Dhanani ✓	Vice President and Assistant Secretary
Elizabeth Healy ✓	Vice President and Treasurer
William Dierksen ✓	Vice President and Assistant Treasurer

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ARTICLE VII – Indemnification; No Liability for Obligations

1. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon such officer or director in connection with any proceeding to which such officer or director may be a party, or in which such officer or director may become involved by reason of his or her being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer breaches or fails to perform his or her duties and such breach or failure constitutes a violation of criminal law or intentional misconduct; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

2. No officer, director, or Owner shall be personally liable for any debt or other obligation of the Association.

ARTICLE VIII - Bylaws

The Bylaws shall be adopted by the Board and may be altered, amended, or rescinded as provided in the Bylaws.

ARTICLE IX - Amendments

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Until the first election of a majority of directors by Owners other than DVD, proposal of an amendment and approval of such amendment shall require the affirmative action of three-fourths (3/4) of the entire membership of the Board, and no meeting of the Owners or any approval of the Owners is required.

3. After the first election of a majority of directors by Owners other than DVD, a resolution approving a proposed amendment may be proposed by either the Board or by the Owners, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided in these Articles, such approvals must be by not less than three-fourths (3/4) of all the directors and by not less than a three-fourths (3/4) vote of the voting interests of the Association at a duly called meeting of the Association. Directors and Owners not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.

4. Once adopted, an amendment shall be effective when filed with the Florida Secretary of State and a copy is recorded in the Public Records of Orange County.

5. Notwithstanding the provisions of this Article, these Articles may be amended by DVD as may be required by any governmental entity; as may be necessary to conform these Articles to any governmental statutes; as may be in the best interests of the Association as determined by DVD, in its discretion; or as DVD may deem appropriate, in its discretion, to carry out the purposes of the Condominium or the Vacation Ownership Plan.
6. No amendment affecting DVD or DVD's interests in the Condominium or the Vacation Ownership Plan shall be permitted or effective without the approval of DVD in its discretion.
7. Article I may not be amended except for the change in the name of the Association or the Condominium in accordance with the provisions of Article I.

ARTICLE X - Term

The term of the Association shall be the life of the Condominium. The Association shall be terminated at such time of the termination of the Condominium in accordance with the Declaration; provided, however, that the Association may continue in existence as long as reasonably necessary to wind-up the affairs of the Association upon termination of the Condominium.

ARTICLE XI - Special Meetings

Special Owners' meetings shall be held if called by the president, vice president, or a majority of the Board. A special Owners' meeting must be called by the president upon receipt of a written request from fifty percent (50%) of the voting interests of the Association unless otherwise provided by Applicable Law or the Condominium Documents. The Board shall designate the time, date and place of any special Owners' meeting; provided, however, that it shall be held within a reasonable time after the special Owners' meeting is called.

ARTICLE XII - Additional Provisions

1. When interpreting these Articles, unless the context indicates otherwise, a word in the singular form shall include the plural. The term "include" and similar terms (e.g., includes, including, included, comprises, comprising, such as, e.g., including but not limited to and for example), when used as part of a phrase including one or more specific items, are not words of limitation and are not to be construed as being limited to only the listed items. These Articles shall be construed without regard to any presumption or other rule requiring construction against DVD as a result of DVD causing these Articles to be drafted. Whenever the consent or approval of DVD, DVCM, or WDPR is referred to in these Articles or the taking of any action under these Articles is subject to the consent or approval of DVD, DVCM, or WDPR, it shall mean DVD's, DVCM's, or WDPR's prior written approval to be given or withheld in its discretion. Any reserved right in favor of DVD, DVCM, or WDPR may be implemented, taken, or withheld in the discretion of DVD, DVCM, or WDPR. Further, any references to the use, exercise or grant of the right of DVD's, DVCM's, or WDPR's discretion as set forth in these Articles shall mean DVD's, DVCM's, or WDPR's sole, absolute and unfettered discretion to the exclusion of any other person or entity unless specifically provided otherwise. The use of headings, captions and numbers in these Articles is solely for the convenience of identifying and indexing the various provisions of these Articles and shall in no event be considered otherwise in construing or interpreting any provision of these Articles.
2. Should any paragraph, sentence, phrase, or portion of any provision of these Articles be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts, remaining instruments, or the application of such provisions to different circumstances.

ARTICLE XIII - Incorporator

The name and address of the incorporator of the corporation is Yvonne Chang whose address is 1390 Celebration Boulevard, Celebration, Florida 34747.

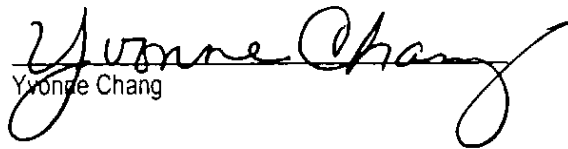
ARTICLE XIII - Registered Agent

The Association appoints Capitol Corporate Services, Inc., as its registered agent to accept service of process within the state of Florida, with the registered office located at 515 East Park Avenue, 2nd Floor, Tallahassee, FL 32301.

ARTICLE XIV - Principal Office

The street and mailing address of the principal office of the Association is 1390 Celebration Boulevard, Celebration, Florida 34747, Attn: Regulatory Affairs.

The incorporator has affixed her signature on these Articles as of the 12 day of JULY, 2018


Yvonne Chang

REGISTERED AGENT CERTIFICATE

Pursuant to the Florida Not For Profit Corporation Act, the following is submitted, in compliance with such statute:

That DISNEY'S RIVIERA RESORT CONDOMINIUM ASSOCIATION, INC. has named Capitol Corporate Services, Inc., located at the registered office as indicated in the Articles of Incorporation, as its registered agent to accept service of process and perform such other duties as are required in the State of Florida.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated corporation at the place designated in this certificate, the undersigned accepts to act in this capacity, and agrees to comply with the provision of such statute relative to keeping open said office, and further states that he or she is familiar with Section 617.0501, Florida Statutes.

Dated: 7/11/2018

Capitol Corporate Services, Inc.

Delanie Case

(signature)

Delanie Case

(print name)

asst. sec.

(title)