

# N02000003805

FILED  
2002 AUG 15 AM 11:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Sunstate Research  
Requester's Name

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City/State/Zip

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

1. Summerport Commercial Property  
(Corporation Name) (Document #)

2. Owners' Association, Inc.  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

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☒ Walk in ☐ Pick up time \_\_\_\_\_  
☐ Mail out ☐ 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

RECEIVED  
02 AUG 15 AM 10:55  
DIVISION OF CORPORATIONS

G. Coullotte AUG 15 2002

Examiner's Initials

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**SUMMERPORT COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC.,**  
**a Florida not for profit corporation**

**WHEREAS**, the Articles of Incorporation of Summerport Commercial Property Owners' Association, Inc. (the "Corporation") were filed with the Florida Department of State on May 17, 2002; and

**WHEREAS**, it is the intention of the Board of Directors and Members of the Corporation that the Articles of Incorporation be amended and restated, effective the date this Amendment is filed with the Florida Department of State, in accordance with the proposed amendments hereafter set forth; and

**WHEREAS**, the amended and restated Articles of Incorporation of the Corporation as hereinafter set forth were approved by unanimous written consent of the Board of Directors and all of the Members, pursuant to the provisions of Article XIX hereof, and pursuant to Sections 617.0701, 617.1001, and 617.1002 of the Florida Not-For-Profit Corporation Act, on the 16<sup>th</sup> day of July, 2002.

**NOW, THEREFORE**, the Articles of Incorporation of the Corporation are hereby amended and restated as follows:

The undersigned subscribers, all of whom are above the age of eighteen (18) years and competent to contract, have, on May 17, 2002 voluntarily associated themselves together for the purpose of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes; and have this day voluntarily associated themselves together for the purposes of Amending and Restating these Articles of Incorporation, and do hereby agree and certify as follows:

**ARTICLE I**

**NAME**

The name of this Corporation shall be SUMMERPORT COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the "Association" or "Corporation."

**[Exhibit "C"]**

FILED  
2002 AUG 15 AM 11:53  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

## ARTICLE II

### PRINCIPAL OFFICE

The principal office of the Association shall be located initially at 527 Main Street, Windermere, Florida 34786, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

## ARTICLE III

### INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Association shall be located at 527 Main Street, Windermere, Florida 34786 and the initial registered agent of the Association at that address shall be Thomas J. Karr, Jr. The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Amended and Restated Articles of Incorporation. The registered agent for the Corporation shall maintain copies of all permits issued by South Florida Water Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

## ARTICLE IV

### DEFINITIONS

Unless otherwise provided herein or in the By-Laws to the contrary, all terms and words used in these Amended and Restated Articles and the By-Laws shall have the same meanings as used in the Master Declaration of Covenants, Conditions and Restrictions of The Summerport Commercial Village District (the "Declaration"), of unincorporated Orange County, Florida, and recorded or to be recorded in the Public Records of Orange County, Florida.

## ARTICLE V

### PURPOSE OF THE ASSOCIATION

The Association is being formed to promote the health, safety and welfare of the Owners within the Properties and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for the following purposes:

(a) to exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration, applicable to the Properties and recorded or to be recorded in the Public Records of Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth herein at length;

(b) to administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions or similar document, submitting the property therein to the jurisdiction of or assigning responsibilities, rights or duties to the Association and accepted by the Association's Board of Directors; and

(c) to promote the health, safety, comfort and social and economic welfare of the Members of the Association and the Owner of property within the Properties, as authorized by the Declaration, these Articles, and the By-Laws;

## ARTICLE VI

### POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, administration, preservation and architectural control of the properties and improvements now or hereafter situated on the Properties. The Association shall have the following powers:

(a) to utilize all of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles;

(b) to enter into, make, establish and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to carry out the purposes of the Association;

(c) to hold funds for the exclusive benefit of the Members of the Association as set forth in these Articles and as provided in the Declaration and the By-Laws;

(d) to purchase insurance for the protection of the Association, its officers, Directors and Members, and such other parties as the Association may determine to be in the best interests of the Association;

(e) to operate, maintain, repair, improve all Common Areas and such other portions of the Properties as may be determined by the Board from time to time;

(f) to honor and perform under all contracts and agreements entered between third parties and the Association, or third parties and the Developer which are assigned to the Association;

(g) to exercise architectural control, either directly or indirectly, or through appointed committee, over all buildings, structures, and improvements to be placed or constructed upon any portion of the Properties. Such control shall be exercised pursuant to the Declaration;

(h) to provide private security, fire safety and protection, and similar functions and services within the Properties as the Board, in its discretion, determines necessary and appropriate. Such power shall not be mandatory, but rather elective;

(i) to provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights, streets, pathways, and other structures, landscaping, paving, and equipment, both real and personal, related to the health, safety, and social welfare of the Members of the Association and the Owners, residents, and property occupants of the Properties as the Board in its discretion determines necessary and appropriate;

(j) to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(k) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, purchase, sell, mortgage, lease, transfer, improve, repair, replace, and/or dedicate for public use or otherwise dispose of real or personal or real property in connection with the affairs of the Association;

(l) to borrow money, and with the assent of the representatives of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(m) to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by the representatives of two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer. However, there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replatting of any portion of the Common Areas or dedicating any of the Common Areas to Orange County or any other governmental authority for adequate public facilities, public right-of-way, or public easements;

(n) to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area;

(o) to have, operate and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida prescribed in Chapter 617 of the Florida Statutes, by law may now or hereafter have or exercise;

(p) to the extent required by the Declaration, to operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Water Management District permit requirements and applicable District rules, and assist in the enforcement of the Declaration which relates to the surface water or stormwater management system and shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system;

(q) to the extent required by the Declaration, to operate, maintain and manage any conservation areas in a manner consistent with the Water Management District permit requirements and applicable District rules, and assist in the enforcement of the Declaration which relates to any conservation area, and to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the conservation area.

## ARTICLE VII

### MEMBERSHIP

The Developer and every person or entity who is a record owner of a fee or undivided fee interest in any real property within the Properties, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any real or personal property within the Properties, which is subject to assessment by the Association.

## ARTICLE VIII

### MEETING OF MEMBERS: QUORUM REQUIREMENTS

The presence at any meeting of Members entitled to cast, or of proxies entitled to cast, thirty (30%) percent of the votes (established by the Equivalent Voting Units calculation) shall constitute a quorum for any action except as otherwise provided in these Amended and Restated Articles of Incorporation, the Declaration or the Bylaws.

## ARTICLE IX

### VOTING RIGHTS

The Association shall have two (2) classes of membership, Class "A" and Class "B", as provided in Article 6 of the Declaration.

(a) Class "A". Class "A" Members shall be all Owners. Each Class "A" Member shall have only one Equivalent Voting Unit for each Unit owned, one Equivalent Voting Unit for each one thousand square feet of Floor Area entitlement owned, and one Equivalent Voting Unit for every four multi-family rental dwelling units owned. There shall be no Equivalent Voting Units or votes entitled or exercised by any owner of any property which is exempt from assessment under Section 8.13.

(b) Class "B". The sole Class "B" Member shall be the Developer. So long as the Class "B" Control Period remains in existence, the Developer shall have six (6) Equivalent Voting Units for each Unit owned, six (6) Equivalent Voting Units for each one thousand square feet of Floor Area entitlement owned (rounded up to the nearest whole one thousand square feet figure), and six (6) Equivalent Voting Units for every four (4) multi-family dwelling units owned. (For example, if the Developer owned 100 multi-family units, the Developer would have 150 Equivalent Voting Units -  $[100/4 = 25; 25 \times 6 = 150]$  ) The rights of the Class "B" Member under this Declaration and the By-Laws are specified elsewhere in the Declaration and the By-Laws. During the Class "B" Control Period (defined below) the Class "B" Member shall appoint the Board of Directors, and the members of the Commercial ARC. As provided in the Articles, the Developer shall be entitled to appoint one (1) member of the Board for so long as the Developer owns any portion of the Properties. The Class "B" Member may assign and transfer its Class "B" membership status.

The Class "B" membership shall terminate two (2) years after termination of the Class "B" Control Period or when, in its discretion, the Class "B" Member so determines and declares in a recorded instrument. The Class "B" Control Period is that period until the first of the following to occur:

(1) when seventy-five percent (75%) of the total number of Units, and seventy-five (75%) of the total number or multi-family residential dwellings on all Rental Property, and seventy-five percent of all Floor Area entitlements on the Commercial Property, proposed by the Master Plan for the property described in Exhibits "A" and "B" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;

(2) forty (40) years after the date on which the Declaration is recorded in the Official Records of Orange County, Florida; or

(3) when, in its discretion, the Class "B" Member so determines.

(4) After termination of the Class "B" Control Period, the Class "B" Member shall become a Class "A" member with voting rights as provided in Section 6.11(a) above, and shall continue to have a right to disapprove actions by the Association, the Board and any committee, but only as provided herein and in the By-Laws.

(c) Exercise of Voting Rights. Except as otherwise specified in the Declaration or the By-Laws, the respective vote(s) allocated to each Unit, the Rental Property, and the Commercial Property owned by a Class "A" Member shall be exercised by the Voting Member representing the Neighborhood in which the respective voting source is located.

In any situation in which a Member is entitled personally to exercise the vote for its respective property, and there is more than one owner of that property, the vote for such property shall be exercised as such co-owners determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Absent such advice, the respective vote shall be suspended if more than one Person seeks to exercise it.

## ARTICLE X

### RELATIONSHIP WITH VILLAGE MASTER ASSOCIATION

(a) Village Master POA. A condition of approval of the Bridgewater SAP Development Documents requires the formation of a village master property owners' association ("Village Master POA") for the limited purposes of serving as an advisory board and liaison to the Orange County local planning agency regarding the use of funds from any special taxing district, or as collected through the provision of certain adequate public facilities for the Bridgewater SAP property. The Developer has formed, or is about to form the Village Master POA.

(b) Membership in the Village Master POA. Owners who are Members of record with the Association shall be a Members of the Village Master POA.

(c) Representative. The President of the Association or its delegate, shall be the representative to act on behalf of the Association at all meetings involving the Village Master POA. The officers of the Association shall be designated by a certificate signed by the Secretary of the Association, and filed with the Village Master POA prior to the time all proxies are due for voting matters concerning the Village Master POA. The President, in the absence of a revocation of the same, shall be the person entitled to cast the votes of the Association at any meeting of the members of the Village Master POA. If the President does not appear in person or by proxy at any such meeting, the votes of the Association may be cast by the Vice President, Secretary or Treasurer of the Association, in that order.

(d) Voting Rights of Association Members for Village Master POA Matters. For matters requiring a vote relating to the Village Master POA, the Members of the Association shall have and be entitled to cast the same number of votes based on the number of Equivalent Voting Units that are designated for their respective property within the Properties for Association matters.

(e) Association Cooperation with Village Master POA. The Developer and the Association shall, from time to time, provide reasonable cooperation with any such Village Master POA, so long as the Developer and the Association incur no expense or liability for such cooperation. Furthermore, any such Village Master POA shall have no rights or powers to impose any assessment, lien or fine on any Owner or any of the Properties, and the Association shall have the power to veto any action taken or contemplated to be taken by any such Village Master POA which the Board determines to be adverse to the interests of the Association or its Members or inconsistent with this Declaration.

## ARTICLE XI

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members. The number of directors may be either increased or diminished from time to time as provided in the By-Laws.

(a) Initial Appointment of the Members of the Board. The Developer shall appoint members of the Board of the Association as follows:

(1) The Developer shall initially appoint five (5) members of the Board who shall serve as the Developer may determine in the Developer's sole discretion. Persons appointed by the Developer need not be Members of the Association. The Developer shall have the right to appoint all members of the Board as long as the Class "B" Control Period remains in effect. Thereafter, the Developer has the right to appoint a majority of the members of the Board of Directors so long as the Developer owns property within the Properties.

One the Class "B" Control Period expires, the Owners may elect two (2) persons to the Board of Directors for a three (3) year term until such time as the Developer no longer appoints the majority of the Board. When the Developer no longer owns property within the Properties, all five (5) members of the Board of Directors shall be elected by the Owners as follows: two (2) Directors shall be elected for a term of three (3) years, two (2) Directors shall be elected for term of two (2) years, and one (1) Director shall be elected for term of one (1) year. The two (2) persons receiving the highest number of votes will be elected for a three (3) year term, the two (2) persons receiving the next highest number of votes shall be elected for a two (2) year term, and the person receiving the next highest number of votes shall serve for a one (1) year term. The appointment terms shall be kept on record by the Association.

(2) After the Developer no longer has the right to appoint all members of the Board as provided immediately above, or earlier if the Developer so elects, then and only then shall any member of the Board be elected by the Members of the Association.

(3) All of the duties and powers of the Association existing under Chapter 617, Florida Statutes, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required.

(4) A member of the Board may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws. However, any member of the Board appointed by the Developer may only be removed by the Developer, and any vacancy on the Board of a member appointed by the Developer shall be filled by the Developer. Directors may be removed with or without cause in accordance with the By-Laws.

(5) The names and street addresses of the five (5) members of the Board who shall hold office until their successors are elected or appointed, or until removed, are as follows:

Thomas J. Karr, Jr.	527 Main Street Windermere, FL 34786
Edward Neill	527 Main Street Windermere, FL 34786
Donald R. Allen, Jr.	527 Main Street Windermere, FL 34786
John L. "Chip" Webb	527 Main Street Windermere, FL 34786
Joseph Tramell	527 Main Street Windermere, FL 34786

At the first annual meeting the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the Members shall elect one director for a term of three years.

## ARTICLE XII

### OFFICERS

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the By-Laws of the Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

<u>Office:</u>	<u>Name:</u>	<u>Address:</u>
President	Donald R. Allen, Jr.	527 Main Street Windermere, FL 34786
Vice President	Thomas J. Karr, Jr.	527 Main Street Windermere, FL 34786
Vice President	Edward Neill	527 Main Street Windermere, FL 34786
Secretary/Treasurer	John L. "Chip" Webb	527 Main Street Windermere, FL 34786

### ARTICLE XIII

#### DURATION AND DISSOLUTION

The Association shall exist in perpetuity; provided, however, if the Association is dissolved, the assets and property of the Association, including the surface water management system, shall be conveyed to an appropriate agency of local government. In the event that such conveyance or dedication is refused, the assets and property of the Association, including the surface water management system, shall be conveyed or dedicated to a similar nonprofit corporation, association or other organization to be devoted to such similar purposes. In any event, the Association may only be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3rds) of each class of Members.

### ARTICLE XIV

#### COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE

This Association shall commence corporate existence on the date of filing these Articles with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the applicable Water Management District having jurisdiction over the Properties, prior to such termination, dissolution or liquidation. Any other assets will be dedicated to a public body, or conveyed to a non-profit organization of similar purposes.

### ARTICLE XV

#### INCORPORATOR

The name and street address of the person signing these Articles as Incorporator is:

Thomas J. Karr, Jr.                      527 Main Street  
Windermere, FL 34786

## ARTICLE XVI

### BY-LAWS

The By-Laws of this Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by a majority vote of a quorum of all Members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

## ARTICLE XVII

### FHA OR VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (i) any annexation of additional property; (ii) any mortgage, transfer, dedication or withdrawal of any Common Area; (iii) any amendment to the Declaration, these Articles or the By-Laws, if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by the Declaration; provided, however, such approval shall specifically not be required where the amendment is made to add any property specifically identified in the Declaration, or to correct errors or omissions, or is required to comply with the requirements of any institutional first mortgagee, or is required by any governmental authority; or (iv) any merger, consolidation or dissolution of the Association. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to Developer or to the Association within thirty (30) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of Developer or the Association that the approval was given or deemed given.

## ARTICLE XVIII

### INDEMNIFICATION

Subject to and consistent with the requirements and procedures for such indemnification under the applicable provisions of the Florida Statutes, the Association shall defend, indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding (other than an action by or in the name of the Association); whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, committee member or agent of the Association, from and against any and all liabilities, expenses (including attorneys' and paralegals' fees and for all stages prior to and in connection with any such action, suit or proceeding, including all appellate proceedings), judgments, fines and amounts paid in settlement as long as actually and reasonably

incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe this conduct was unlawful, except that 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 malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceedings 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 and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

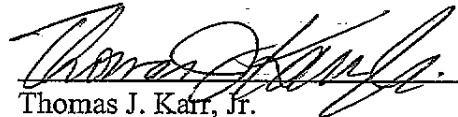
## ARTICLE XIX

### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five-percent (75%) of all Members. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a Special Meeting of the Members duly called for that purpose, or at an annual meeting of the Members; provided, however, the foregoing requirement as to a meeting of the Members shall not be construed to prevent the Members from waiving notice of a meeting; provided further, if Members (and/or persons holding valid proxies) with not less than seventy-five percent (75%) of the votes of the entire membership sign a written consent manifesting their intent that an Amendment to these Articles be adopted, then such Amendment shall thereby be adopted as though proposed by the Board of Directors and voted on at a meeting of the membership as hereinabove provided.

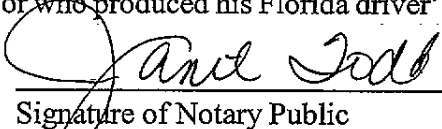
*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, the undersigned, constituting the incorporator, does hereby make and file these Amended and Restated Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto, and hereunto set his hand and seal this 5<sup>th</sup> day of August, 2002.

 (SEAL)  
Thomas J. Karr, Jr.

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2002, by Thomas J. Karr, Jr., who is personally known to me or who produced his Florida driver's license as identification.

  
Signature of Notary Public

Janet Todd  
(Print Notary Name)

My Commission Expires: 1/8/06

Commission No.: DD077871

☒ Personally known, or

☐ Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP



Janet Todd  
My Commission DD077871  
Expires January 08, 2006

[Certificate follows]

**CERTIFICATE DESIGNATING PLACE OF BUSINESS  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA AND  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

SUMMERPORT COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC. desiring to organize as a corporation under the laws of the State of Florida with its registered office and principal place of business at 527 Main Street, Windermere, Florida 34786 has named and designated Thomas J. Karr, Jr. 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 named corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated this 5<sup>th</sup> of August, 2002.

  
\_\_\_\_\_  
Thomas J. Karr, Jr., Registered Agent