

NO60000009913

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

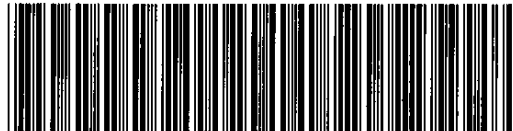
(Document Number)

Certified Copies \_\_\_\_\_

Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



500079256675

09/20/06--01012--009 \*\*78.75

FILED

06 SEP 20 PM 1:28

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED

06 SEP 20 AM 10:45

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

9/21/06

Sonstate Research

Requester's Name

Address

City/State/Zip

Phone #

6856-5454

FILED

06 SEP 20 PM 1:28

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Office Use Only

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

1. Oak Reserve at Winter Park  
(Corporation Name) (Document #)

2. Condominium Association, Inc.  
(Corporation Name) (Document #)

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

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



Walk in



Pick up time



Certified Copy



Mail out



Will wait



Photocopy



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



Foreign



Limited Partnership



Reinstatement



Trademark



Other

**REGISTRATION/QUALIFICATION**

Examiner's Initials

**ARTICLES OF INCORPORATION  
FOR  
OAK RESERVE AT WINTER PARK CONDOMINIUM ASSOCIATION, INC.**

FILED  
06 SEP 20 PM 1:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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 for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE 1  
NAME**

The name of the corporation shall be **OAK RESERVE AT WINTER PARK CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE 2  
PRINCIPAL OFFICE**

The principal place of business and mailing address of the Association shall be at 250 Park Avenue South, Suite 200, Winter Park, Florida 32789, or at such other place as may be subsequently designated by the Board of Directors.

**ARTICLE 3  
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 each 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 provide an entity pursuant to Chapter 718 of the Florida Statutes (the "Act") and any other applicable provisions of the Florida Statutes, as they each may be amended and/or renumbered from time to time, for the operation of that certain condominium located in Orange County, Florida, known as OAK RESERVE AT WINTER PARK CONDOMINIUM (the "Condominium").

(c) To administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration of Condominium for Oak Reserve at Winter Park Condominium ("Declaration") recorded or to be recorded in the Public Records of Orange County, Florida.

#### **ARTICLE 4** **DEFINITIONS**

Unless otherwise specifically provided in these Articles or unless the context otherwise requires, the terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration recorded or to be recorded in the Public Records of Orange County, Florida.

#### **ARTICLE 5** **POWERS**

5.1 **Powers.** The powers of the Association shall include, without limitation, the following:

- (a) Operating and maintaining all Common Elements and the Association Property.
- (b) Determining the expenses required for the operation of the Association and the Condominium.
- (c) To fix, levy and collect Assessments for Common Expenses from Unit Owners to defray the costs, expenses, reserves and losses incurred or to be incurred by the Condominium and/or the Association and to use the proceeds thereof in the exercise of the Association's purposes, powers, responsibilities and duties.
- (d) To fix, levy and collect Special Assessments for Common Expenses from Unit Owners to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the Condominium and/or the Association and to use the proceeds thereof in the exercise of the Association's purposes, powers, responsibilities and duties.
- (e) Employing and dismissing the personnel necessary for the maintenance and operation of the Condominium Property, Common Elements and the Association Property.
- (f) To make, adopt, establish, amend and enforce rules and regulations concerning the details of the operation and use of the Condominium Property, Common Elements, Association Property and/or Units, subject to a right of the Unit Owners to overrule the Board as provided in the By-Laws.
- (g) To use any enforcement tool or remedy available to the Association under Florida law, the Declaration, these Articles or the By-Laws for any violations of the Declaration, these Articles or the By-Laws. Such enforcement tools or remedies shall include, but are not limited to, fines, actions for damages, equitable actions, actions for

injunctive relief, administrative actions, arbitration, mediation, self-help, or any combination of these. The prevailing party in any action at law, action for damages, equitable action, action for injunctive relief and/or administrative action (including, but not limited to, mandatory non-binding arbitration) shall be entitled to recover all of its attorneys' fees, paralegal fees, costs, expenses, appellate attorneys' fees and appellate costs.

- (h) To borrow and to hold funds, select depositories, maintaining bank accounts on behalf of the Association, designating the signatories required therefore 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 and as may be provided in the Declaration and the By-Laws.
- (i) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Unit Owners. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- (j) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.
- (k) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association or its designee.
- (l) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (m) Obtaining and reviewing insurance for the Condominium Property, Common Elements and Association Property. To require all Unit Owners to purchase insurance for the protection of their Units and such items as set forth in the Declaration.
- (n) Making repairs, replacements, additions and improvements to, and/or alterations of, Condominium Property and Association Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (o) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed

necessary and proper for the sound management of the Condominium.

- (p) Levying fines as appropriate against Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, that Unit Owner's Tenant, licensee, Occupant, Guest and/or invitee. No fine may exceed One Hundred Dollars (\$100) per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000). No fine shall become a lien upon a Unit.
- (q) Borrowing money, executing promissory notes and other evidences of indebtedness and giving as security therefore mortgages and security interests in property owned by the Association, if any, subject to the limitations, if any, set forth in the Declaration. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this Section 5.1(q) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his or her interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit.
- (r) Subject to the provisions of the By-Laws, contracting for the management and maintenance of the Condominium and Association Property, delegating to the manager (who may be an affiliate of the Developer) such functions of the Board as may lawfully be delegated and authorizing a manager to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, these Articles, the By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Subject to the provisions of the By-Laws, the manager may contract with affiliates of the manager or the Developer.

- (s) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private use and imposing reasonable charges for such private use.
- (t) 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, responsibilities, services and duties required of or to be performed by the Association.
- (u) To create, appoint, remove and/or dissolve any committees that the Association may deem appropriate.
- (v) Exercising (i) all powers specifically set forth in the Declaration, these Articles, the By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other common law and statutory powers of a not for profit corporation organized under the laws of Florida.
- (w) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.
- (x) To operate, maintain, repair and manage the Surface Water or Storm Water Management System for the Condominium Property in a manner consistent with the St. Johns River Water Management District ("District") Permit requirements and applicable District rules, and shall assist in the enforcement of the provisions of the Declaration which relate to the Surface Water or Storm Water Management System.
- (y) To establish, maintain, operate and use reserve funds for capital expenditures and deferred maintenance. These reserve accounts shall include, but are not limited to, roof replacement, building painting, pavement resurfacing and for any other item for which the deferred maintenance expense or replacement cost exceeds Ten Thousand and No/100 Dollars (\$10,000.00).
- (z) 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 Act, the Declaration, these Articles and/or the By-Laws.
- (aa) To adopt, change, repeal and/or amend the By-Laws.

- (bb) To adopt, change, repeal and/or amend By-Laws that would be effective only in an emergency, as defined in Article 12 of these Articles of Incorporation.

- 5.2 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.
- 5.3 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles, the Declaration, the By-Laws and the Act; provided, in the event of conflict, the provisions of the Act shall control over those in the Declaration, these Articles and the By-Laws.

## **ARTICLE 6**

### **MEMBERS**

- 6.1 Membership. The Members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were Members at the time of such termination, and their successors and assigns. Membership in the Association shall be appurtenant to and inseparable from the Unit giving rise to such membership, and any transfer of record title to a Unit shall operate automatically to transfer to the new owner the membership in the Association appurtenant to that Unit.
- 6.2 Assignment. A Member cannot assign, hypothecate and/or transfer in any manner that Member's share of the Common Elements, Common Surplus, funds and/or assets of the Association except as an appurtenance to the Unit for which that share is held.
- 6.3 Voting. The Voting Interests for each Unit are set forth in the Declaration. All votes shall be exercised or cast in the manner provided by the Declaration or the By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned by that person or entity, but in no event shall there be more than one (1) vote per Unit.
- 6.4 Meetings. The By-Laws shall provide for an Annual Meeting of Members, and may make provisions for Special Meetings of Members other than the Annual Meeting.



**ARTICLE 7**  
**TERM OF EXISTENCE**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the appropriate agency of the State of Florida. The Association shall exist in perpetuity.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027 of the Florida Administrative Code, as it may be amended and/or renumbered from time to time, and be approved by the District prior to such termination, dissolution or liquidation. In the event no other entity exists to receive such transfer, the obligations of the Association shall be deemed assumed by the Members, and all such Members shall be jointly and severally responsible for the operation, maintenance and/or repair of the Surface Water or Storm Water Management System in accordance with the requirements of the District Permit.

**ARTICLE 8**  
**INCORPORATOR**

The name and street address of the Incorporation to these Articles of Incorporation are as follows:

NAME	ADDRESS
Steven R. Walsh	250 Park Avenue South Suite 200 Winter Park, Florida 32789

**ARTICLE 9**  
**DIRECTORS**

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed and conducted by a Board of Directors consisting of the number of Directors as determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors. A Director appointed by the Developer need not be a Unit Owner or Voting Member. A Director elected by Voting Members other than the Developer must be a Member of the Association.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised

exclusively by the Board of Directors, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Act, the Declaration, these Articles or the By-Laws.

- 9.3 Election; Removal. Directors of the Association shall be elected at each Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed at any time with or without cause in the manner provided by the By-Laws, and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

NAME	ADDRESS
Steven R. Walsh	250 Park Avenue South Suite 200 Winter Park, Florida 32789
Michael Grindstaff	250 Park Avenue South Suite 200 Winter Park, Florida 32789
Michelle Dixon	250 Park Avenue South Suite 200 Winter Park, Florida 32789

- 9.6 Standards. A Director shall discharge his or her duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competencies; or a Committee if the Director reasonably

believes the Committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he or she performed the duties of his or her position in compliance with the foregoing standards.

#### **ARTICLE 10** **OFFICERS**

The officers of the Association shall include a President, a Secretary and a Treasurer. The officers of the Association may include a Vice President and such other officers as the Board of Directors may from time to time create by resolution. The officers shall be elected by the Board of Directors of the Association, and shall serve at the pleasure of the Board. Officers may be removed at any time with or without cause. The By-Laws may provide for the removal from office of officers, for filling vacancies, for when officers are to be elected and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

NAME	OFFICE	ADDRESS
Steven R. Walsh	President	250 Park Avenue South Suite 200 Winter Park, Florida 32789
Michael Grindstaff	Vice President	250 Park Avenue South Suite 200 Winter Park, Florida 32789
Michelle Dixon	Secretary & Treasurer	250 Park Avenue South Suite 200 Winter Park, Florida 32789

#### **ARTICLE 11** **INDEMNIFICATION**

11.1 Indemnification. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, officer, Committee member, employee or agent of the Association:

(d) 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

(e) From and against expenses (including reasonable attorneys' fees for pretrial, trial, and/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.

11.2 Termination of Action. 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.

11.3 Actions not Indemnified. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, action, suit, proceeding or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of any of his or her duties to the Association.

11.4 Determination. Any indemnification under Section 11.1 of these Articles (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 Section 11.1 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.

11.5 Payment. 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, officer or Committee member to repay such amounts if it shall later develop that he or she is not entitled to be indemnified by the Association.

11.6 Not Exclusive. The indemnification provided by this Article 11 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 By-Laws, 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.

11.7 Public Policy Concerns. Notwithstanding the foregoing provisions, indemnification provided under this Article 11 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 11 is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

11.8 Insurance Coverage for Indemnification. 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 Section 11.1 of these Articles, whether or not the Association would have the power to indemnify him or her under this Article 11.

11.9 Order. 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 12** **BY-LAWS**

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

The Association's Board of Directors, by majority vote, may also adopt By-Laws 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, earthquake, act of war, civil unrest, domestic terrorism, or other similar occurrence. An "emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in, or have ordered the mandatory evacuation of, the area in which the Oak Reserve at Winter Park Condominium is located. Any emergency By-Laws 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 By-Laws that do not conflict with the emergency By-Laws shall remain effective during the emergency.

### **ARTICLE 13** **AMENDMENTS**

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

- 13.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting of the Association's membership at which the proposed amendment is to be considered. Such notice shall contain the proposed amendment or a summary of the changes to be affected by the proposed amendment. Notice of the meeting shall be in the manner provided in the By-Laws.
- 13.2 **Adoption.** Any proposed amendment to these Articles must be submitted for approval to the Voting Members of the Association. The Voting Members must vote, either in person or by proxy, to adopt a proposed amendment at the duly called meeting of the Association's membership at which a quorum is attained.
- 13.3 **Limitation.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or voting groups of members, without the approval of not less than sixty-seven percent (67%) of the Voting Members, present in person or by proxy, at a duly called meeting of the Association's membership at which a quorum has been attained. All other amendments to these Articles shall require the approval of a majority of the Voting Members, present in person or by proxy, at a duly called meeting of the Association's membership at which a quorum has been attained.
- 13.4 **Recording.** If an amendment is adopted by the required number of Voting Members, a copy of the amendment shall be filed with the Florida Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Florida Secretary of State shall be recorded in the Public Records of Orange County, Florida with a reference to the book and page of the Public Records where the Declaration was recorded which contained, as an exhibit, the initial recording of these Articles. Any amendment to these Articles shall be effective on the date it has been accepted and filed by the Florida Secretary of State's Office.

### **ARTICLE 14** **INITIAL REGISTERED OFFICE AND** **NAME OF REGISTERED AGENT**

The initial registered office of the Association shall be at 250 Park Avenue South, Suite 200, Winter Park, Florida 32789, with the privilege of having its office and branch offices at other places within or outside the State of Florida. The initial registered agent at that address shall be Steven R. Walsh. 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 15**  
**GENERAL MATTERS**

15.1 Merger. 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. A merger may be accomplished as provided in the By-Laws.

15.2 Conflict Between Documents. In the event of any conflict or inconsistency between these Articles of Incorporation and the Declaration, the terms, conditions, restrictions and provisions of the Declaration shall control and prevail. In the event of any conflict or inconsistency between these Articles of Incorporation and the By-Laws, the terms, conditions and provisions of these Articles of Incorporation shall control and prevail. In the event of any conflict or inconsistency between these Articles of Incorporation and any Rules and Regulations adopted by the Association, the terms, conditions and provisions of these Articles of Incorporation shall control and prevail. The provisions of the Act shall control and prevail over the Declaration, these Articles, the By-Laws and any Rules and Regulations.


15.3 Waiver. No provision of these Articles shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

15.4 Severability. The provisions of these Articles are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

15.5 Captions and Headings. Captions and Headings are inserted in these Articles only as a matter of convenience and for ease of reference and in no way define, limit or describe the scope of these Articles or the intent of any provision.

15.6 Gender and Number. All nouns and pronouns used in these Articles shall be deemed to include the masculine, the feminine and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

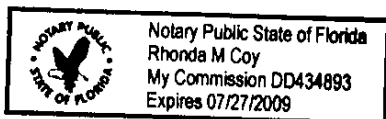
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this corporation, has executed these Articles of Incorporation this 29<sup>th</sup> day of August, 2006.

  
\_\_\_\_\_  
Steven R. Walsh, Incorporator

STATE OF FLORIDA                    )  
  ) SS.  
COUNTY OF ORANGE                )

The foregoing Articles of Incorporation were acknowledged before me this \_\_\_\_ day of August, 2006, by Steven R. Walsh, who ☒ is personally known to me OR ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Rhonda M. Coy  
(Notary Signature)

Rhonda M. Coy  
(Notary Name Printed)

NOTARY PUBLIC  
Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

In compliance with the laws of Florida, the following is submitted:

OAK RESERVE AT WINTER PARK CONDOMINIUM ASSOCIATION, INC.  
desiring to organize as a corporation under the laws of the State of Florida, with its  
registered office at 250 Park Avenue South, Suite 200, Winter Park, Florida 32789, has  
named Steven R. Walsh, located at the above registered office, as its Registered Agent  
to accept service of process within the State of Florida.

**ACKNOWLEDGEMENT**

Having been named to accept service of process for the above-stated  
corporation at the place designated in this Certificate, I am familiar with the obligations  
of that position, and hereby accept the same and agree to act in this capacity, and  
further agree to comply with the provisions of Florida law relative to keeping the  
registered office open.



Name: Steven R. Walsh  
Registered Agent

DATED this 29<sup>th</sup> day of August, 2006.

FILED  
06 SEP 20 PM 1:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA