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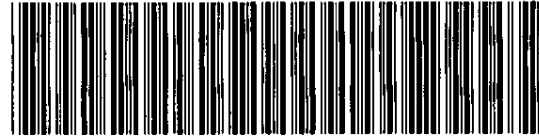
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AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
VILLAGE OF IMAGINE ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The original Articles of Incorporation of the Village Association were filed with the Department of State of the State of Florida on February 8, 2008.

These Amended and Restated Articles of Incorporation were duly adopted and approved by the members of the Village Association on June 16, 2016.

All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Village of Imagine recorded November 3, 2015 in Official Records Book 11007, Page 6883, of the public records of Orange County, Florida, as it may be modified and supplemented from time to time ("Declaration").

ARTICLE I - NAME

The name of the corporation is VILLAGE OF IMAGINE ASSOCIATION, INC., hereinafter referred to as the "Village Association."

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Village Association is:

NRAI Services, Inc.
1200 South Pine Island Road
Plantation, Florida 33324

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Village Association shall be located at 9501 Universal Boulevard, Orlando, Florida 32819; but the Village Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Executive Board.

ARTICLE IV - PURPOSE AND POWERS

The Village Association does not contemplate pecuniary gain or profit to its members ("Members"). The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes and to provide for the maintenance, preservation and use of those tracts of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Village Association, who shall be the Owners of the Units and the Village Parcel. For such purposes, the Village Association shall have and exercise the authority and powers to have and to exercise any and all powers, rights and privileges which a not for profit corporation organized

under the laws of the State of Florida may now or hereafter have or exercise, and to perform all of the duties and obligations of the Village Association as set forth in the Declaration (which is incorporated herein by this reference as if set forth in detail), as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws.

All of the Village Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Village Association shall inure to the benefit of any individual Member or any other person. The Village Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Village Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Village Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Executive Board shall also have the right to exercise the powers and duties set forth in the Bylaws.

ARTICLE V - MEMBERSHIP

(1) Every person or entity who is record owner of a fee or undivided fee interest in any Unit, including ERGS WI Orlando REO, L.L.C., a Delaware limited liability company ("Declarant"), shall be Members of the Village 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 Unit or Village Parcel that is subject to assessment by the Village Association.

(2) The transfer of the membership of any Owner shall be established by the recording in the public records of Orange County of a deed or other instrument establishing a transfer of record title to any Units or Village Parcel for which membership has already been established and the payment of the Real Estate Transfer Assessment, if applicable, in the manner more fully set forth in the Declaration. Upon such recordation and payment of the Real Estate Transfer Assessment, if applicable, the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Village Association shall not be obligated to recognize such a transfer of membership until such time as the Village Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Unit or Village Parcel and the payment of the Real Estate Transfer Assessment, if applicable. It shall be the responsibility and obligation of the former and new Owner of the Unit or Village Parcel to provide such copy to the Village Association.

(3) The interest of a Member in the funds and assets of the Village Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit or Village Parcel owned by such Member.

ARTICLE VI - VOTING RIGHTS

(1) After the Declarant Control Period, there shall be four classes of voting in the Village Association:

(a) Votes allocated to Residential Units;

- (b) Votes allocated to Non-Residential Units (except a Hotel Unit);
- (c) Votes allocated to a Hotel Unit; and
- (d) Votes allocated to the Village Parcel.

(2) The votes allocated to a Unit or the Village Parcel shall be held by the Owner(s) of such Unit or Village Parcel, as the case may be, and may not be separated from the Unit or Village Parcel to which the votes are allocated.

(3) Notwithstanding the terms and conditions of paragraph 2 above, the Owner of a Unit may appoint an agent to vote the votes allocated to the Owner's Unit by a duly executed proxy, in such form as the Village Association may reasonably require, timely delivered to the Village Association.

(4) After the Declarant Control Period, class voting shall be allowed for the election of Residential Directors, the Non-Residential Director, the Hotel Director and the Village Director pursuant to Article VII below, but for no other purpose.

(5) Cumulative voting shall not be allowed in the election of directors or for any other purposes.

(6) Residential Voting.

(a) Each Residential Unit shall be allocated one (1) vote, regardless of the number of Owners of that Residential Unit. Fractional voting shall not be allowed for a vote allocated to a Residential Unit. If the Owners of a Residential Unit cannot agree among themselves as to how to cast their vote on a particular matter, the votes cast by such Owners on such matter shall not be counted. If any Owner of a Residential Unit casts the vote for that Residential Unit, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners of that Residential Unit, unless an Owner of that Residential Unit makes an objection thereto to the Person presiding over the meeting when the vote is cast. If more than one vote is cast for any Residential Unit, none of such votes shall be counted. In the event the use of a Non-Residential Unit is permanently converted to residential use, the number of votes entitled to be cast by such Unit shall be one (1).

(b) Notwithstanding anything herein contained to the contrary, rather than the owners of the Timeshare Interests, the "Owner" of the Plan Units for purposes hereof, as provided for in these Articles, the Bylaws and the Declaration, shall be deemed to be the Plan Sponsor or the Timeshare Association and the vote shall be cast by such entity.

(c) In any election of Residential Directors, the Owner of a Residential Unit shall have a number of votes equal to the number of Residential Directors for which that Owner may vote by virtue of its ownership of that Residential Unit. However, as stated in paragraph 5 above, cumulative voting is not allowed in the election of Directors or for any other purpose.

(7) Non-Residential Voting.

(a) Each Non-Residential Unit (except a Hotel Unit) shall be allocated one hundred fifty (150) votes.

(b) The Owner of a Non-Residential Unit may appoint one or more of its lessees in that Non-Residential Unit as its agent to vote all or any portion of the votes allocated to that Non-Residential Unit by proxy in accordance with the terms and conditions of paragraph 3 above. In that regard, fractional voting shall be allowed for the votes allocated to a Non-Residential Unit. Notwithstanding the foregoing, if more votes are cast for a Non-Residential Unit than are allocated to that Non-Residential Unit, none of such votes shall be counted.

(8) Hotel Unit Voting. Each Hotel Unit shall be allocated three hundred (300) votes.

(9) Village Parcel Voting. The Owners of the Village Parcel shall be allocated one hundred fifty (150) votes, regardless of the number of Owners of the Village Parcel. If the Owners of the Village Parcel cannot agree among themselves as to how to cast their votes on a particular matter, the votes on that matter shall not be counted. If any Owner of the Village Parcel casts the votes for the Village Parcel, it will thereafter be presumed for all purposes that the Owner was acting with the consent and authority of all other Owners of the Village Parcel, unless an Owner of the Village Parcel makes an objection thereto to the Person presiding over the meeting when the votes are cast. If the Owners of the Village Parcel cast more votes than are allocated to the Village Parcel, none of such votes shall be counted.

(10) In the event that Additional Property is added, the membership in the Village Association will be increased by the number of additional Units in the added Additional Property, such additional Units shall be allocated votes in accordance herein and the membership vote will be diluted as to each Unit.

ARTICLE VII - EXECUTIVE BOARD

(1) The affairs of this Association shall be managed by an Executive Board, who shall be Members of the Association, provided, however, that until expiration of the Declarant Control Period, the Directors need not be Members of the Association. The names and address of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
J. Patrick Lowe	9501 Universal Boulevard Orlando, Florida 32819
Charles H. Daniel	9501 Universal Boulevard Orlando, Florida 32819
Thomas P. Jenkins	9501 Universal Boulevard Orlando, Florida 32819

(2) Declarant Control Period.

(a) Subject to the terms and conditions of paragraph 2(b) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Village Association Document, Declarant shall have the exclusive right to appoint and remove all Officers and Directors during the Declaration Control Period. The term "Declarant Control Period" means the period commencing on the date on which Declarant recorded the Declaration and ending on the date that is three (3) months after ninety percent (90%) of the Parcels in all phases of The Village of Imagine that will ultimately be operated by the Village Association have been conveyed to Owners other than Declarant, a Developer or a Plan Sponsor. At the expiration of the Declarant Control Period (i) the Directors shall be elected in the manner set forth in Article VI and the Bylaws, and (ii) Declarant shall make the deliveries to the Executive Board required pursuant to Section 720.307(4) of the Florida Statutes.

(b) Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Village Association or the Executive Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

(c) After the Declarant Control Period, Declarant shall be entitled to appoint a Residential Director to the Executive Board as long as Declarant holds for sale, in the ordinary course of business, at least five percent (5.0%) of the Units in all phases of the Village of Imagine.

(3) Number of Directors.

After the Declarant Control Period, the Executive Board shall consist of the following five (5) Directors:

(a) two Directors elected by and representing Owners of Residential Units (the "Residential Directors");

(b) one Director elected by and representing the Owners of Non-Residential Units (except Hotel Units) (the "Non-Residential Director");

(c) one Director elected by and representing the Owners of Hotel Units (the "Hotel Director"); and

(d) one Director appointed by and representing the Owner of the Village Parcel (the "Village Parcel Director").

ARTICLE VIII - TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles are filed with the Secretary of State of the State of Florida.

ARTICLE IX - DISSOLUTION

The Village Association may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the Members. Upon dissolution of the Village Association, other than incident to a merger or consolidation, the assets of the Village Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Village Association is created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE X - OFFICERS

Subject to the direction of the Executive Board, the affairs of this Village Association shall be administered by its officers, as designated in the Bylaws of this Village Association. Said officers shall be elected annually by the Executive Board. The names and addresses of the officers who shall serve until the next annual meeting of the Executive Board are:

<u>Name and Title</u>	<u>Address</u>
J. Patrick Lowe President and Treasurer	9501 Universal Boulevard Orlando, Florida 32819
Charles H. Daniel Vice President and Secretary	9501 Universal Boulevard Orlando, Florida 32819

ARTICLE XI - BYLAWS

The Amended and Restated Bylaws of this Village Association have been adopted by the Executive Board and may be altered, amended, modified or appealed in the manner set forth in the Amended and Restated Bylaws and the Declaration.

ARTICLE XII - AMENDMENTS

Until expiration of the Declarant Control Period, Declarant reserves the exclusive right to amend or repeal any of the provisions of these Articles or any amendments hereto without the consent of any Member or institutional Mortgagee. Thereafter, the Village Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of eighty percent (80%) of the votes of all Residential and Non-Residential Units and Village Parcel, or the approval of persons holding eighty percent of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After expiration of the Declarant Control Period, the consent of any institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these

Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIII - INDEMNIFICATION

This Village Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Village Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XIV - SUBSCRIBER

The name and address of the original Subscriber of the corporation is:

Mike Speicher
301 East Pine Street, Suite 400
Orlando, Florida 32801

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, these Articles have been duly executed by the President of the Village Association effective as of the 16th day of June, 2016.



J. Patrick Lowe, President

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

IN COMPLIANCE WITH THE LAWS OF FLORIDA, THE FOLLOWING IS
SUBMITTED:

VILLAGE OF IMAGINE ASSOCIATION, INC., DESIRING TO ORGANIZE OR
QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL
PLACE OF BUSINESS IN ORLANDO, ORANGE COUNTY, FLORIDA, HAS NAMED
NRAI SERVICES, INC., LOCATED AT 1200 SOUTH PINE ISLAND ROAD,
PLANTATION, FLORIDA 33324, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS
WITHIN THE STATE OF FLORIDA.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED 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 RELATIVE TO THE PROPER AND
COMPLETE PERFORMANCE OF MY DUTIES.

NRAI SERVICES, INC.



**Madonna Cuddihy
Special Assistant Secretary**

Dated: *FEBRUARY 9, 2017*