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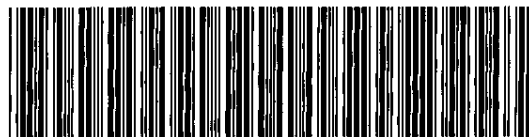
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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Oviedo on the Park Owners'
(Corporation Name) (Document #)

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

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)



NEW FILINGS



OTHER FILINGS



AMENDMENTS



REGISTRATION/QUALIFICATION



Examiner's Initials

FILED

ARTICLES OF INCORPORATION

2008 APR 29 PM 4: 27

OF

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OVIEDO ON THE PARK OWNERS' ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation is **OVIEDO ON THE PARK OWNERS' ASSOCIATION, INC.** (the "Association").

ARTICLE 2
PRINCIPAL OFFICE

The principal office 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. All books and records of the Association shall be kept at its principal office or at such other place as may be designated by the Board of Directors.

ARTICLE 3
DEFINITIONS

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Covenants, Restrictions and Easements for Oviedo on the Park (said declaration as may be amended from time to time is hereinafter referred to as the "Declaration"), recorded or to be recorded in the Public Records of Seminole County, Florida.

ARTICLE 4
PURPOSE AND POWERS OF THE ASSOCIATION

- 4.1 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, preservation and architectural control of the Lots, Units, Limited Common Areas and Common Areas within that certain tract of land more particularly described in the Declaration and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Governing Documents. The Association shall have all of the powers and duties permitted by law, except as limited by the

Governing Documents, and all of the powers and duties reasonably necessary to operate the Association.

- 4.2 Without limiting the generality of Section 7.9 of the Master Declaration, the Master Association shall provide for the operation and Maintenance of the portion of the Drainage System located on the Properties in order to provide drainage, water storage, conveyance, or other stormwater management capabilities for the Property in a manner consistent with the St. Johns Water Management District ("SJWMD") Permit requirements and applicable SJWMD rules. The Maintenance of the Drainage System shall be a General Common Expense, and the Master Association shall levy and collect adequate Assessments for the costs of Maintenance of the Drainage System. For the purposes of this Section, in performing "Maintenance" of the Drainage System, the Master Association shall exercise practices which allow the Drainage System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SJWMD. Any repair or reconstruction of the Drainage System shall be as permitted by the SJWMD Permit or, if modified, as approved in writing by SJWMD. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for Maintenance of the Drainage System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the SJWMD prior to such termination, dissolution or liquidation. SJWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Master Declaration which relate to the Maintenance of the Drainage System. The Master Association shall have the power to establish rules and regulations relating to the Drainage System, to enforce the provisions of the Master Declaration which relate to the Drainage System or to assist SJWMD in the enforcement of the Master Declaration which relate to the Drainage System.
- 4.3 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 Governing Documents.

ARTICLE 5 **MEMBERSHIP**

Every Owner of a Lot which is subject 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 Lot which is subject to assessment by the Association.

ARTICLE 6 **VOTING RIGHTS**

The voting rights of each Owner are set forth in the Declaration. All votes shall be exercised or cast in the manner provided by the By-Laws. Any person or entity

owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

ARTICLE 7 **BOARD OF DIRECTORS**

- 7.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors.
- 7.2 **Duties and Powers.** All of the duties and powers of the Association existing *under the Governing Documents* shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.
- 7.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner, for the term and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 7.4 **Standards.** A Director shall discharge his 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 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 competence, 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 performed the duties of his office in compliance with the foregoing standards.

ARTICLE 8 **OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

ARTICLE 9
DISSOLUTION

The Association may be dissolved with the approval of two-thirds (2/3) of the votes of each class of Voting Members represented at a meeting of the members in person or by proxy at which a quorum has been attained. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not for profit corporation, association, trust or other organization devoted to such similar purposes.

ARTICLE 10
DURATION

The Association shall exist perpetually.

ARTICLE 11
INCORPORATOR

The incorporator is Stephen R. Walsh, whose address is 250 Park Avenue South, Suite 200, Winter Park, Florida 32789.

ARTICLE 12
AMENDMENTS

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

- 12.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 **Adoption.** These Articles may be amended as follows:
- (a) During the Declarant Control Period, all amendments or modifications shall only be made by the Declarant without the requirement of the consent of the Association or any Neighborhood Association or the consent of any of the Owners so long as such amendments or modifications do not materially and adversely impair the general plan of development of Oviedo on the Park; provided, however, the Association and any Neighborhood Association shall, forthwith upon request of the Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Declarant shall, from time to time, request. Any amendments or modifications to the

Articles which materially and adversely impair the general plan of development of Oviedo on the Park will required the approval of the Members as provided in Section 12.2(b).

- (b) After the Declarant Control Period, a proposed amendment to these Articles must be approved by not less than 66-2/3% of the votes cast by the Class A Voting Members and by not less than 66-2/3% of the votes cast by the Class B Voting Members present in person or by proxy at a duly called meeting of members and the affirmative vote or written approval of the Declarant so long as Declarant (or any of its affiliates) owns any portion of Oviedo on the Park.
- (c) Any amendment to these Articles which alter any provision relating to the Drainage System beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior written approval of the SJWMD. Any such proposed amendment must be submitted to the SJWMD for a determination of whether the amendment necessitates a modification to the SJWMD Permit.
- (d) Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Declarant alone during the Declarant Control Period and by the Board thereafter and without the need for approval of the Owners.

12.3 Limitation. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant, a Participating Builder or any affiliate of the Declarant respectively without the prior written consent of whichever of them is affected.

12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Seminole County, Florida with a specific 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.

ARTICLE 13 **BYLAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 14 **INDEMNIFICATION**

14.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact

that he is or was a Director, officer, committee member, employer or agent (each, an "Indemnitee") of the Association against liability incurred in connection with such 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 interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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 interests of the Association.

- 14.2 Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, committee member, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Section in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 14.3 Indemnification for Expenses. To the extent that a Director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 14.1 or 14.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 14.4 Determination of Applicability. Any indemnification under Section 14.1 or Section 14.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, committee member, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 14.1 or Section 14.2. 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 proceeding;

- (b) If such a quorum is not obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may vote on the members of the Committee) consisting solely of two or more Directors who are not at the time parties to the proceeding;
 - (c) By independent legal counsel selected:
 - 1. by the Board of Directors prescribed in paragraph (a) or the Committee prescribed in paragraph (b); or
 - 2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), then by a majority of the voting interests of the Voting Members of the Association who were not parties to such proceeding.
- 14.5 Advancing Expenses. Expenses incurred by an officer or Director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.
- 14.6 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article 14 are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, officers, employees, or agents, under any bylaw, agreement, vote of Members or disinterested Directors, or otherwise. However, indemnification or advancement of expenses shall not be made to or on behalf of any Director, officer, committee member, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:
- (a) A violation of the criminal law, unless the Director, officer, committee member, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
 - (b) A transaction from which the Director, officer, committee member, employee, or agent derived an improper personal benefit; or
 - (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.
- 14.7 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 14 shall continue to a person who has ceased to be a Director, officer,

committee member, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

- 14.8 Definitions. For purposes of this Article 14, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer.
- 14.9 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provision of this Article 14 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 15
INITIAL REGISTERED AGENT

Corporation Company of Orlando, whose address is 300 South Orange Avenue, Lincoln Plaza, Suite 1000 (MJG), Orlando, Florida 32801 is hereby appointed as the initial registered agent of this Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 28th day of April, 2008.


Michael J. Grindstaff, Incorporator

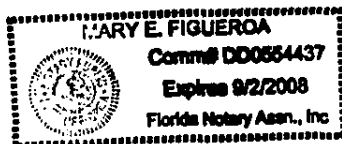
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of April, 2008, by Michael J. Grindstaff, who is X personally known to me or has produced _____ as identification and did (did not) take an oath.

(NOTARY SEAL)

Mary E. Figueroa
(Notary Signature)

Mary E. Figueroa
(Notary Name Printed)
NOTARY PUBLIC
Commission No. DD0554437



REGISTERED AGENT CERTIFICATE

In pursuance of the Florida Not For Profit Corporation Act, the following is submitted, in compliance with said statute:

That Oviedo on the Park Owners' Association, Inc. desiring to organize under the laws of the State of Florida has named Corporation Company of Orlando, whose address is 300 South Orange Avenue, Lincoln Plaza, Suite 1000 (MJG), Orlando, Florida 32801, as its registered agent to accept service of process and perform such other duties as are required in the State.

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 hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states he is familiar with §617.0501, Florida Statutes.

Corporation Company of Orlando

By: _____

Michael J. Grindstaff
Vice President

Dated: April 28, 2008.