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**FLORIDA PROFIT/NON PROFIT CORPORATION  
CENTRAL PARK VILLAGE CONDOMINIUM ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION  
OF  
CENTRAL PARK VILLAGE  
CONDOMINIUM ASSOCIATION, INC.**

A Corporation Not-For-Profit

In order to form a corporation under the laws of the State of Florida for the formation of corporation not-for-profit, the undersigned, hereby forms a corporation for the purposes and with the powers herein specified; and to that end the undersigned does, by these Articles of Incorporation, set forth:

**I. NAME**

The name of the corporation shall be **CENTRAL PARK VILLAGE CONDOMINIUM ASSOCIATION, INC.** ("Association").

**II. PURPOSE**

The purposes and objects of the Association shall be to administer the operation and management of the **CENTRAL PARK VILLAGE, A CONDOMINIUM** ("Condominium") which may be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes ("Act") upon that certain real property situated in Orange County, described on Exhibit "A" of the Declaration of Condominium of Central Park Village, A Condominium to be recorded in the public records of Orange County, Florida ("Declaration") as such Declaration is amended at any one time, and to perform the acts and duties incident to the operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Association which will be adopted ("Bylaws") pursuant hereto and the Declaration as and when the property described therein together with the improvements situated thereon are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange and otherwise deal with the lands submitted to the condominium form of ownership; the improvements thereon and such other property, real and/or personal, as may be or become part of the Condominium ("Condominium Property") to the extent necessary or convenient in the administration of the Condominium as provided for in the Declaration. In addition, the Association may be designated as the association to operate and maintain other condominiums. Upon designating the Association in a declaration of condominium creating a condominium, the Association shall have all the powers, duties and obligations as set forth in the declaration for such condominium and as set forth herein with respect to such condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

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### III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not-for-profit under the law pursuant to which this corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make, establish and amend reasonable rules and regulations governing use of the Units, Common Elements, Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as will be provided in the Declaration and the Bylaws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium in accomplishing the purposes set forth in the Declaration.

3. Except as limited in the Declaration, maintain, repair, replace, operate, lease and manage the Condominium Property, Common Elements and Association Property, including the right to reconstruct improvements after casualty and to further improve and add the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration and the Bylaws.

5. Employ personnel to perform the services required for proper operation of the Condominium.

6. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws, and all rules and regulations governing use of the Condominium which may hereafter be established.

7. Buy, own operate, lease, sell, trade and mortgage both real and personal property for the benefit of its members, so long as it is not in violation of the Condominium Act.

8. Except as otherwise provided in the Declaration, use its commercially reasonable efforts to obtain and maintain adequate insurance to protect the Association, the

Association Property, the Common Elements and the Condominium Property in accordance with the requirements set forth in the Declaration.

9. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

10. Grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

11. Contract to sue or be sued with respect to its exercise or non-exercise of its powers.

12. Enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities including recreational facilities in clubs, whether such facilities are contiguous with the Condominium Property provided that such facilities are for the benefit of Members.

13. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and the Declaration, Bylaws and the Act (as of the date of incorporation).

#### **IV. MEMBERS**

The qualifications of members, manner of their admission to and termination of membership and voting by members shall be as follows:

A. The owners of all Units in the Condominium shall be members of the Association.

B. Membership shall be established by the acquisition of a vested present ownership interest in the fee title to a Unit in the Condominium by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning a vested present ownership interest in the fee title to two (2) or more Units at any time while such person or entity shall retain fee title to any Unit.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purpose authorized herein, in the Declaration, and in the Bylaws.

D. On all matters upon which the membership be entitled to vote, as hereinafter provided, there shall be one (1), and only one (1) vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner provided for in the Bylaws. In the event that a Unit is owned by a legal entity, other than a natural person, the officer, director or other official so designated by such legal entity shall exercise its membership rights and cast the vote for the Unit.

E. Until such time as Declaration is recorded in the public records of Orange County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

F. A change in membership in the Association shall be evidenced in the records of the Association by delivery to the Secretary of the Association a certified copy of the deed or other instrument of conveyance.

#### **V. EXISTENCE**

The Association shall have perpetual existence, unless dissolved according to law.

#### **VI. PRINCIPAL OFFICE**

The street address of the initial principal office and the initial mailing address of the Association is located at 9309 South Orange Blossom Trail, Orlando, Florida 32837-8339, but the 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 Board of Directors.

#### **VII. MANAGEMENT**

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

### **VIII. BOARD OF DIRECTORS**

The Unit Owners shall be entitled to appoint the Directors. There shall be four (4) Directors on the Board of Directors (the "Board"). Should the Unit Owners decide in the future to subdivide their Units, then the Unit Owners may also amend these Articles in order to increase the number of Directors that will constitute the Board, if appropriate. A Director shall hold office until the first annual meeting and thereafter, the term of office shall be for one (1) year, and subject to annual re-election.

### **IV. OFFICERS AND DIRECTORS**

The business of the Association shall be conducted by the Board of Directors, which shall consist of four (4) persons. The Board of Directors shall elect at the director meeting each year, a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The officers will have a one (1) year term. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

### **V. FIRST BOARD OF DIRECTORS AND OFFICERS**

The Board of Directors and officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be the following:

#### **Officers:**

<u>Position</u>	<u>Name</u>	<u>Address</u>
President/Treasurer	Greg Morris	700 Ponte Vedra Lakes Blvd Ponte Vedra Beach, FL 32082
Vice President/Secretary	Daniel Booth	9690 Deerco Road Suite 100 Timonium, MD 21093

#### **Board of Directors:**

<u>Position</u>	<u>Name</u>	<u>Address</u>
Director	Daniel Booth	9690 Deerco Road Suite 100

Timonium, MD 21093

Director

C. Taylor Pickett

9690 Deerco Road  
Suite 100  
Timonium, MD 21093

Director

Greg Morris

700 Ponte Vedra Lakes Blvd  
Ponte Vedra Beach, FL  
32082

Director

Kelly Thomas

700 Ponte Vedra Lakes Blvd  
Ponte Vedra Beach, FL  
32082

## **XI. BYLAWS**

The original Bylaws of the Association shall be adopted by a majority vote of the subscribers to these Articles of Incorporation at a meeting at which a majority of the subscribers is present, and, thereafter, the Bylaws may be amended, altered or rescinded by affirmative vote of the majority of the Board of Directors.

## **XII. INDEMNIFICATION**

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer did not act in good faith and with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner he/she reasonably believes to be in the best interest of the Association and with regard to a criminal action or proceeding, that his/her actions constitutes a violation of criminal law, constitutes a transaction from which he/she derived an improper personal benefit, either directly or indirectly, or constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibit wanton and willful disregard of human rights, safety or property; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The

foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

### **XIII. AMENDMENTS TO ARTICLES OF INCORPORATION**

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning fifty percent (50%) of the Units of the Condominium, whether meeting as members or by instrument in writing signed by them. Subject to the Act, upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. These Articles may not be amended without the written consent of all persons whose interest would be adversely affected by such amendment. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such a notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting or by written approval, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the Units of the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the public records of Orange County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State and such amendment shall identify on the first page thereof the book and page of the public records where the Declaration of Condominium is recorded.

### **XIV. INCOME DISTRIBUTION**

No part of the income of the Association shall be distributed to its Members, except as compensation for any services rendered, if any.

### **XV. FIDELITY BONDING**



In addition to the indemnification provisions hereof, the Association shall obtain and maintain blanket fidelity bonds on each Director, officer and employee of the Association and of any management firm. Upon majority vote of the Directors, the provision of this paragraph may be waived. The total number of fidelity bond coverage shall be based on upon the best business judgment of the Board of Directors and shall not be less than the estimated maximum funds including reserve funds, in the custody of the Association or management firm, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds or \$10,000, whichever is the greater. The fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms of expression. The premiums on all bonds shall be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

#### **XVI. INITIAL REGISTERED AGENT AND ADDRESS**

The name and address of the initial registered agent is: Jerry Aron, 2505 Metrocentre Blvd, Suite 301, West Palm Beach, Florida 33407,

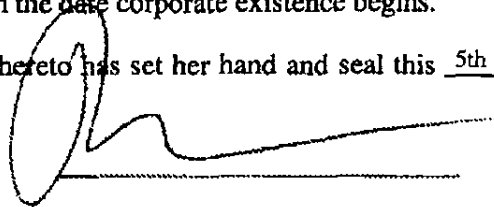
#### **XVII. INCORPORATOR**

The name and address of the incorporator is:

NAME	ADDRESS
Randi S. Nathanson	600 University Street Suite 2000 Seattle, WA 98101

The incorporator of the corporation assigns to this his rights under Section 607.0201, Florida Statutes, to constitute a corporation, and he assigns to those persons designated by the board of directors any rights he may have as incorporator to acquire any of the capitol stock of this corporation, this assignment becoming effective on the date corporate existence begins.

**IN WITNESS WHEREOF**, the incorporator hereto has set her hand and seal this 5th day of December, 2011.



Randi S. Nathanson  
Incorporator

**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 SECTION 18.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED;

CENTRAL PARK VILLAGE CONDOMINIUM ASSOCIATION, INC., DESIRING  
TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH  
ITS PRINCIPAL PLACE OF BUSINESS AT 9309 SOUTH ORANGE BLOSSOM TRAIL,  
ORLANDO, FLORIDA 82837-8339, HAS NAMED JERRY ARON AS ITS AGENT TO  
ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE  
STATE 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.

By:

Its:

Dated:

Jerry E Aron  
Registered Agent  
12/5/11

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA