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**FLORIDA PROFIT/NON PROFIT CORPORATION
RANDAL PARK RESIDENTIAL PROPERTY OWNER'S
ASSOCIATION**

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**ARTICLES OF INCORPORATION
OF
RANDAL PARK RESIDENTIAL PROPERTY OWNER'S ASSOCIATION, INC.**

In compliance with the requirements of Florida law, the undersigned Incorporator as executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is **RANDAL PARK RESIDENTIAL PROPERTY OWNER'S ASSOCIATION, INC.** (the "Association" or "Corporation").

ARTICLE II

DEFINITIONS

Unless otherwise provided in these Articles of Incorporation or in the Bylaws to the contrary, all terms used in these Articles of Incorporation and the Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Easements, Covenants and Restrictions for Randal Park Residential Property Owner's Association recorded or to be recorded in the Public Records of Orange County, Florida, as it may be amended and/or supplemented from time to time (the "Declaration").

ARTICLE III

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and mailing address of the Association is 5900 Imperial Lakes Boulevard, Mulberry, Florida 33860, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Association, or its designee, Randall Park Community Development District, a community development district created pursuant to Chapter 190 of the Florida Statutes (the "Randall Park CDD") shall maintain copies of all permits issued by South Florida Water Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

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ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Association shall be located at 300 South Orange Avenue, Suite 1000 (DTO), Orlando, Florida 32801, and the initial registered agent of the Association shall be Corporation Company of Orlando. 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 ("Articles").

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

Section 1. Purpose. The Association is being formed to promote the health, safety and welfare of the Owners within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for the following purposes:

(a) To operate as a corporation not-for-profit pursuant to Chapter 617 and any other applicable provisions of the Florida Statutes, as they 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, the Association's Board of Directors (collectively, the "Board", and individually, a "Director") or officers.

(b) To operate as a homeowners' association pursuant to Chapter 720 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time, and 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.

(c) To administer, enforce and carry out the terms and provisions of any other Declaration, and submit property to the jurisdiction of or assigning responsibilities, rights or duties to the Board.

(d) To operate, maintain and manage the Master Drainage System in a manner consistent with South Florida Water Management District ("District") Environmental Resource Permit No. 48001727-P/App. #060612-5 ("District Permit") requirements, any other related permits, and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

Section 2. Powers. The Association shall have the following powers:

(a) To utilize all of the common law and statutory powers of a not for profit corporation organized under the laws of the State of Florida prescribed in Chapter 617 of the

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Florida Statutes, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the bylaws of the Association ("Bylaws"), or the Declaration.

(b) To enter into, make, establish, amend and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the Association. The Association may use any enforcement method authorized by the Declaration and/or Florida law, including but not limited to, fines, suspensions of use rights to Common Area, actions for damages, equitable actions, injunctive relief, administrative actions, or any combination of these.

(c) To fix, levy and collect Assessments (Initiation Assessments, Annual Assessments, Special Assessments, Individual Assessments, Service Area Assessments, and Special Service Area Assessments) as provided in the Declaration from Members to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties, including, but not limited to, the costs of maintenance, repair and operation of the Master Drainage System, to the extent not otherwise performed by the Randal Park CDD.

(d) To fix, levy and collect Special Assessments for the Common Expense from Members to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

(e) To make, adopt, establish, amend and enforce rules and regulations regarding the use, appearance and/or condition of any portion of the Property bound by the terms, covenants, conditions and restrictions of the Declaration, including but not limited to, Common Area, Lots, Exclusive Common Area, Members, structures, improvements, Residential Dwelling Units, landscaping and maintenance.

(f) To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real property and personal property.

(g) To borrow and to hold funds, select depositories, administer bank accounts of the Association, 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 Bylaws.

(h) To purchase insurance for the protection of the Association, its officers, Directors, Members and such other parties as the Association may determine to be in the best interests of the Association. To require Members to purchase insurance for the protection of their Lots and any structures, landscaping, Residential Dwelling Units and/or any improvements on that Member's Lot.

(i) To operate, maintain, manage, repair, control, regulate, replace and/or improve the Common Area and such other portions of the Property as may be determined by the

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Association from time to time, and to operate, maintain, manage, repair and/or replace the Master Drainage System pursuant to the terms of the Declaration and the District Permit.

(j) To enter into contracts and agreements between third parties and the Association.

(k) To exercise architectural control, either directly or through appointed committees, over all buildings, structures, Residential Dwelling Units, landscaping and/or improvements of any type to be placed, built, erected, installed and/or constructed upon any portion of the Property. Such architectural control shall be exercised pursuant to the Declaration.

(l) To provide for any functions and services within the Property as the Board in its sole discretion determines necessary or appropriate.

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

(n) To employ any personnel necessary to perform the obligations, services and/or duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the costs thereof in accordance with whatever contractual arrangement the Board shall enter in its sole discretion.

(o) To establish, maintain, operate and use reserve funds for capital improvements, repairs and replacements. To establish, maintain, operate and use reserve funds for items, services, property and/or any other purpose as the Board may determine in its sole discretion to be in the best interest of the Association.

(p) To enter into a management contract with a third party for the maintenance and repair of any Common Area and for the operation of the Association. The Board will carry out this power on behalf of the Association. The management contract may provide a management fee to the management agent and the delegation of certain duties, as may be determined by the Board.

(q) 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, services and duties required of or to be performed by the Association. The Board will carry out this power on behalf of the Association.

(r) To create, appoint and/or dissolve any committees that the Board may deem appropriate.

(s) 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

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remedies or defense of all claims relating to the Declaration, the Bylaws, these Articles and/or Florida law.

(t) To adopt, change, repeal and/or amend the Bylaws.

(u) To adopt, change, repeal and/or amend Bylaws that would be effective only in an emergency, as defined in Article XIII of these Articles.

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

(w) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless done in strict accordance with the terms and conditions outlined in the Declaration. However, there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replatting of any portion of the Common Areas or dedicating any of the Common Areas to Orange County or any other governmental authority for adequate public facilities, public right-of-way, or public easements.

(x) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

(y) To the extent required by the Declaration and not otherwise performed by the Randal Park CDD, to operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Water Management District permit requirements and applicable District rules, and assist in the enforcement of the Declaration which relates to the surface water or stormwater management system and shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system;

(z) To the extent required by the Declaration and not otherwise performed by the Randal Park CDD, to operate, maintain and manage any conservation areas in a manner consistent with the District Permit requirements and applicable District rules, and assist in the enforcement of the Declaration which relates to any conservation area, and to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the conservation area

ARTICLE VI

MEMBERSHIP

Section 1. Each Owner (including Declarant) shall be a Member of the Association. Membership in the Association shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of record title to a Lot shall operate automatically to

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transfer to the new Owner the membership in the Association appurtenant to that Lot. The interest, if any, of an Owner in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner, except as an appurtenance to that Owner's Lot. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Owner, until such time as that Owner transfers or conveys that Owner's fee simple interest in the Lot upon which that Owner's membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Lot, and it shall be the responsibility and obligation of the new Owner of the Lot to provide such true copy of said recorded instrument to the Association.

Section 2. The Association shall have two (2) classes of membership, Class "A" and Class "B", as provided in Article 4.3 of the Declaration.

(a) Class A. Class A Members shall be all the Owners of Lots, with the exception of Declarant for so long as Class B membership exists. Each Class A Member shall have one (1) vote for each Lot owned by that Member. When more than one Person or entity is an Owner of any Lot, all such Persons or entities shall be Members, but the vote for that Lot shall be exercised only by that one (1) Member Eligible to Vote. In no event shall there be more than one (1) Class A vote for each Lot.

(b) Class B. The Class B Member shall be the Declarant, or the express assigns or successors in interest of Declarant. Until conversion of the Class B membership to Class A membership as set forth in Article VI, Section 2(c) of these Articles of Incorporation, Declarant shall have five (5) votes for each Lot owned by Declarant. As each Lot in the Property is conveyed by Declarant to a Class A Member, Declarant's votes for that Lot shall automatically terminate.

(c) Conversion of Class B Membership. Declarant's Class B membership shall continue in effect during the period from the date of the Declaration until the earlier of the following events:

(1) Three (3) months after ninety percent (90%) of all Lots within the Property have been conveyed or transferred to Owners other than Declarant, excluding conveyances and/or transfers to builders, contractors, and/or any others who purchase a Lot for the purpose of constructing improvements thereon for resale; or

(2) Ten (10) years after the date on which the Declaration is recorded in the Public Records of Orange County, Florida; or

(3) At such earlier time as Declarant, in its sole discretion, may so elect by recording a notice of such election in the Public Records of Orange County, Florida.

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When the earlier of the preceding events occurs, the Class B Members shall call a Special Meeting of the Association's membership to advise of the termination of Class B membership. When the Class B membership terminates, Declarant will automatically be converted to Class A membership. Declarant shall then retain one (1) vote for each Lot still owned by Declarant. When the Class B membership converts to Class A membership in the Association, Declarant may exercise the right to vote any Lot(s) still owned by Declarant in the same manner as any other Class A Member, except Declarant cannot exercise its vote(s) for the purposes of reacquiring control of the Association or selecting a majority of the members of the Board of Directors.

(d) No Split Votes. The vote for each Lot must be cast as a single vote, and fractional votes shall not be allowed. If a Lot is owned by more than one (1) Owner, and the Owners of that Lot are unable to agree among themselves as to how the vote is to be cast, or if more than one (1) Class A vote is cast for any Lot, the vote for that Lot shall not be counted for any purpose except for establishing a quorum. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

(e) Voting by Proxy. All Members Eligible To Vote may do so either in person or by proxy at any Meeting of the Members of the Association, whether it is an Annual Meeting or a Special Meeting. The proxy must be mailed or hand delivered to the Secretary of the Board or another authorized person so designated to receive the proxy by the Board, so that the proxy is received prior to the date of the Meeting for which the proxy is being given. All proxies must contain the date, time and place of the Meeting of the Members for which the proxy is being given. The proxy must be signed and dated by the authorized Member Eligible to Vote who executed the proxy. Any proxy will be effective only for the specific Meeting for which that proxy was originally given, and any reconvening of that Meeting that may have been adjourned. Notwithstanding the foregoing, a proxy shall automatically expire ninety (90) days after the date of the Meeting for which it was originally given, even if that Meeting is adjourned and reconvened at a later date, time and/or place. A proxy is revocable at any time at the pleasure of the Member Eligible to Vote who executes that proxy. If a proxy submitted by a Member Eligible to Vote does not provide a name of a proxy holder, the Secretary of the Board or another person designated by the Board, shall automatically become the proxy holder of that proxy.

(f) No Cumulative Voting. There shall be no cumulative voting on any issue, matter or candidate that is the subject of a vote by the Association's membership.

(g) Percentage of Members. When reference is made in these or the Bylaws to a majority, specific percentage or fraction of Members, such reference shall be deemed to be a reference to a majority, specific percentage or fraction of the Members Eligible to Vote and not of the Members themselves. As an illustration, but not as a limitation, if there are forty-two (42) Lots and all the Lots are owned by Class A Members, then there is a total of forty-two (42) Members Eligible to Vote.

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ARTICLE VII**BOARD OF DIRECTORS**

The affairs of the Association shall be managed and administered by a Board of Directors consisting of three (3), five (5) or seven (7) members, as may be determined from time to time by the Association's membership. While Class B membership exists, the Board of Directors shall consist of three (3) members. All of the duties, power and authority of the Association existing under Florida law, the Declaration, these Articles and/or the Bylaws shall be exercised exclusively by the Board of Directors, subject to approval by the Members only when specifically required. The names and addresses of persons who are to act in the capacity of Director until appointment or election of their successors are:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Reed Berlinsky	5900 Imperial Lakes Boulevard Mulberry, Florida 33860
2.	Matt Call	5900 Imperial Lakes Boulevard Mulberry, Florida 33860
3.	Dan Green	5900 Imperial Lakes Boulevard Mulberry, Florida 33860

Any other provision of these Articles notwithstanding, the Declarant shall be entitled to appoint and remove any Director while Class B membership exists. When Class B membership terminates, the Class A Members shall elect Directors by written ballot at a Special Meeting of the Association's Members. A Member must be current in the payment of all Association Assessments to be eligible to run for and hold the position of Director. Directors must be natural persons who are eighteen (18) years of age or older. All Directors, except those designated or appointed by the Declarant, shall be Members of the Association.

Any vacancies on the Board shall be filled as set forth in the Bylaws of the Association.

ARTICLE VIII**OFFICERS**

The Board shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the

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same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

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

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Reed Berlinsky	5900 Imperial Lakes Boulevard Mulberry, Florida 33860
Vice President	Matt Call	5900 Imperial Lakes Boulevard Mulberry, Florida 33860
Vice President	Dan Green	5900 Imperial Lakes Boulevard Mulberry, Florida 33860
Secretary	Matt Call	5900 Imperial Lakes Boulevard Mulberry, Florida 33860
Treasurer	Dan Green	5900 Imperial Lakes Boulevard Mulberry, Florida 33860

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. 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 the person is or was a Director, officer, Committee member, employee or agent of the Association:

(a) 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

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respect to any criminal action or proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful; and

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

Section 2. 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.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Article IX, Section 1 of these Articles of Incorporation (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 Article IX, Section 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.

Section 5. 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 or officer to repay such amounts if it shall later develop that he or she is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article IX 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 bylaws, agreement, vote of Members or disinterested Directors, or otherwise, both as to actions in their official capacities 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.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article IX 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

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public policy. In the event that indemnification provided under this Article IX is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. 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 Article IX, Section 1 of these Articles of Incorporation, whether or not the Association would have the power to indemnify him or her under this Article IX.

Section 9. 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 X

EXISTENCE AND DURATION

Section 1. The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

Section 2. In the event of termination, dissolution or final liquidation of the Association, the Association's responsibility for the operation and maintenance of the Master Drainage System (if then existing and not otherwise previously transferred to the Randall Park CDD) must be transferred to and accepted by an entity which would comply with Rule 40C-42.027, Florida Administrative Code, and be approved by the District prior to such termination, dissolution or liquidation.

ARTICLE XI

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted as follows:

A. The Board of Directors, by majority vote, must adopt a resolution setting forth the proposed amendment(s); and

Written notice of the content of the proposed amendment(s) must be given to all Members of the Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment(s) will take place. In addition to the content of the proposed amendment(s), the Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of this Article XI(A), the notice will be considered to have

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been properly sent to the Association's membership when personally delivered or mailed, postage prepaid, by the Association, its employees, agents, Officers or Directors, to the address of the person who appears as a Member or Owner on the records of the Association at the time of such delivery or mailing.

B. Any proposed amendment to these Articles of Incorporation must be submitted to a vote by the Members for approval. At least sixty-seven percent (67%) of those Members, who appear either in person or by proxy at any duly called meeting of the Association's membership where a quorum is attained, must vote in favor of adopting any amendment to these Articles of Incorporation. A vote by the Members regarding a proposed amendment to these Articles of Incorporation may take place at any duly called meeting of the Association's membership where a quorum is attained, which may either be the Annual Meeting or a Special Meeting.

C. If an amendment is adopted by the Members pursuant to Article XI(B) of these Articles, a copy of the amendment(s) must be filed with the State of Florida Secretary of State or other appropriate agency of the State of Florida, and a copy that has been certified by the Secretary of State or other appropriate agency of the State of Florida shall be recorded in the Public Records of Orange County, Florida. Any amendment to these Articles of Incorporation shall be effective on the date it has been accepted and filed by the Secretary of State or other appropriate agency of the State of Florida.

ARTICLE XII

BYLAWS

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

ARTICLE XIII

EMERGENCY BYLAWS

Section 1. In the event of an "emergency" as defined in Article XIII, Section 1(a) of these Articles, the Board of Directors of the Association may exercise the emergency powers described in this Section, and any other emergency powers granted to a not for profit corporation under then-existing Florida law.

(a) An "emergency" exists for purposes of this Article XIII, Section 1(a) during the time a quorum of the Association's Directors cannot readily be assembled because of a catastrophic event, which includes without limitation, 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

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have ordered the mandatory evacuation of the area in which the Property is located. A determination by any two (2) Directors that an emergency exists shall have presumptive validity.

(b) The Board of Directors may name as assistant officers persons who are not Directors, and these assistant officers shall have the same authority as the executive officers of whom they are the designated assistant during the period of the emergency, in the event of the incapacity of any officer of the Association.

(c) The Board of Directors may relocate the principal office during the period of the emergency, or designate alternative principal offices, or authorize the officers to do so.

(d) During any emergency the Board of Directors may hold Board meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice of that Board meeting may be given in any reasonable manner, including but not limited to, publication, radio and television. The Director or Directors in attendance at such a Board meeting shall constitute a quorum of the Board.

(e) Corporate action taken in good faith during the period of an emergency under this Article XIII to further the ordinary affairs of the Association shall bind the Association, and that corporate action shall have the rebuttable presumption of being reasonable and necessary.

(f) Any officer, Director, agent of the Association and/or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with the emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct and/or gross negligence.

(g) The provisions of the emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of an emergency. However, all provisions of the Bylaws that do not conflict with the emergency Bylaws remain effective during the period of an emergency.

(h) The provisions of the emergency Bylaws shall cease to be effective once the reason for the emergency ends.

ARTICLE XIV

CONFLICT BETWEEN DOCUMENTS

In the event of any conflict or inconsistency between these Articles of Incorporation and the Declaration, the terms, conditions and provisions of the Declaration shall control and prevail. In the event of any conflict or inconsistency between these Articles of Incorporation and the Bylaws, the terms, conditions and provisions of these Articles of Incorporation shall control and prevail.

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ARTICLE XV**REQUIRED APPROVALS**

Notwithstanding anything in these Articles of Incorporation to the contrary, as long as there exists a Class B membership in the Association, if any one of more of the Department of Housing and Urban Development ("HUD"), Federal Housing Administration ("FHA") or the Veteran's Administration ("VA") requires approval or consent by it or them for any of the following: mergers or consolidations involving the Association; placing any mortgage lien on the Association's Common Area; dedication to the public of any Common Area; any amendment of the Declaration; any amendment of these Articles of Incorporation; and dissolution of the Association, then the required consent or approval shall be obtained.

ARTICLE XVI**MERGER**

Section 1. 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, any subsequent Declaration, any restrictive covenants that run with the land and/or any equitable servitudes that may apply to the Property.

Section 2. In order for a merger to occur, the Association must adopt a plan of merger that contains at a minimum the following: the names of the corporations proposing to merge and the name of the surviving corporation which will be left following the merger; the terms and conditions of the proposed merger; a statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger; and a prohibition on any abandonment of the proposed merger after the merger has been approved by the Association's members pursuant to Article XV, Section 3(c) of these Articles of Incorporation, unless such abandonment is first approved by the Association's members.

Section 3. In order to approve a plan of merger:

(a) the Board of Directors, by a majority vote, must first adopt a resolution approving the proposed plan of merger and then submit that plan of merger to a vote of the Association's membership by written notice.

(b) the written notice of the content of the proposed amendment must be given to all Members of the Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment will take place. In addition to the content of the proposed amendment, the Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of Article XVI, Section 3(b) of these Articles of Incorporation, the notice will be considered to have been properly sent to the Association's

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membership when personally delivered or mailed, postage prepaid, by the Association, its employees, agents, Officers or Directors, to the address of the person who appears as a Member or Owner on the official records of the Association at the time of such delivery or mailing.

(c) the proposed plan of merger must then be approved by at least a majority of the Association's Members, voting either in person or by proxy, at a duly called meeting of the Association's Members at which a quorum is attained. This meeting of the Association's Members may be either the Annual Meeting or a Special Meeting.

ARTICLE XVII

INCORPORATOR

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

Daniel T. O'Keefe, Esquire
300 South Orange Avenue, Suite 1000
Orlando, FL 32801

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 3rd day of July, 2012.

D. O'Keefe

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 5th day of July, 2012, by Daniel T. O'Keefe, Esquire, who is personally known to me.

NOTARY STAMP:

Michele M. Champion
NOTARY PUBLIC, State of Florida

Print Name:

Commission No.

My Commission Expires:



MICHELE M. CHAMPION
MY COMMISSION # EE 104436
EXPIRES: August 24, 2015
Bonded thru Budget Notary Services

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**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617 of the Florida Statutes, the following is submitted in compliance with said Acts:

RANDAL PARK RESIDENTIAL PROPERTY OWNER'S ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 300 South Orange Avenue, Suite 1000 (DTO), Orlando, Florida 32801, has named Corporation Company of Orlando, located at the above-registered office, as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:

CORPORATION COMPANY OF ORLANDO

By: J. Dan O'Keefe
Print Name: Jan O'Keefe
Dated: July 3, 2012

FILED
2012 JUL -5 AM 10:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA