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FLORIDA PROFIT/NON PROFIT CORPORATION  
CLERMONT CROSSING PROPERTY OWNERS' ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION OF THE  
CLERMONT CROSSING PROPERTY OWNERS' ASSOCIATION, INC.**

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

**ARTICLE I  
NAME OF CORPORATION**

The name of the corporation is CLERMONT CROSSING PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE II  
DEFINITIONS**

Unless otherwise provided in these Articles of Incorporation, all terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Easements, Conditions, Covenants and Restrictions of Clermont Crossing recorded or to be recorded in the Public Records of Lake County, Florida, as it may be amended and/or supplemented from time to time (hereinafter called the "Declaration").

**ARTICLE III  
PRINCIPAL OFFICE OF THE ASSOCIATION**

The principal place of business and the mailing address of the Association is: 110 Warsteiner Way, #401, Melbourne Beach, Florida 32951. The Association may change its principal place of business or the mailing address of the Association, or both, from time to time, without having to amend these Articles of Incorporation.

**ARTICLE IV  
REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Association shall be 110 Warsteiner Way, #401, Melbourne Beach, Florida 32951, and the initial registered agent of the Association shall be Kathleen M. Hillary. The Association may change its registered agent or the location of its registered office, or both, from time to time, without having to amend these Articles of Incorporation.

**ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION**

Section 1      Purpose.      The purposes for which the Association is organized are as follows:

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(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, Directors or Officers.

(b) To administer, enforce and carry out the terms, conditions, covenants, 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 of Covenants, Conditions and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the Association.

**Section 2. Powers.** The Association shall have the following powers, which must be exercised in a manner to allow the Association to carry out its rights, duties, obligations and responsibilities as set out in the Declaration:

(a) All of the common law and statutory powers of a not-for-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles of Incorporation, the 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 Areas, actions for damages, equitable actions, injunctive relief, administrative actions, or any combination of those.

(c) To fix, levy and collect Assessments (Annual Assessments and/or Special Assessments) for the General Expenses 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 and operation of the Master Drainage System.

(d) To fix, levy and collect Special Assessments for the General Expenses 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 KMH Property bound by the terms, covenants, conditions and restrictions of the Declaration, including but not limited to, Common Areas, Parcels, Members, structures, improvements, landscaping and maintenance.

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(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 of Incorporation 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; and to require Members to purchase insurance for the protection of their Parcels and any structures, landscaping, and/or improvements thereon.

(i) To operate, maintain, administer, repair, control, regulate, replace and/or improve the Common Areas, and such other portions of the KMH Property (or other property) as may be determined by the Association from time to time.

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

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

(l) To provide, purchase, sell, lease, acquire, replace, improve, maintain and/or repair such buildings, structures, pathways, landscaping, paving, equipment and property, both real and personal, as the Association, through its Board, in its discretion determines necessary or appropriate.

(m) 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.

(n) To operate, maintain and manage, as authorized by the Board, the Master Drainage System in a manner consistent with the St. Johns River Water Management District ("District") Permit requirements and applicable District rules, and shall assist in the enforcement of the terms, conditions, restrictions and provisions of the Declaration which relate to the Master Drainage System.

(o) To establish, maintain, operate and use reserve funds, if any, 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 Areas for the operation of the Association. The Board

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

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

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

## 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 Parcel giving rise to such membership, and any transfer of record title to a Parcel shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Parcel. 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 Parcel. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Owner, until such time as that Owner transfers and/or conveys that Owner's fee simple interest in the Parcel 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 Parcel, and it shall be the responsibility and obligation of the new Owner of the Parcel to provide such true copy of said recorded instrument to the Association.

Section 2. Except where otherwise required under the provisions of these Articles of Incorporation, the Declaration or the Bylaws, the affirmative vote of the Owners of a majority of the votes represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon all Members. The term "gross square foot" as used in these

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Articles of Incorporation means the total gross square footage of land area within the boundaries of a Parcel. The Association shall have two (2) classes of membership with the voting rights as follows:

(a) Class A. Class A Members shall be all the Owners of Parcels, with the exception of Declarant for so long as Declarant retains Class B membership. Each Class A Member shall have one (1) vote per gross square foot of each Parcel in which such Class A Member holds the interest required for membership. When more than one (1) Person is an Owner of any Parcel, all such Persons shall be Members, but the vote(s) for that Parcel shall be exercised only by that one (1) Voting Member. In no event shall more than one (1) Class A vote be cast with respect to any gross square foot. The Class A votes for any Parcel or Parcels cannot be divided for any issue, candidate and/or matter, and must be voted as a whole.

(b) Class B. Class B Membership shall be the Declarant (or the express assigns or successors in interest of Declarant). Until the termination of the Class B membership pursuant to the Declaration, Declarant shall have three (3) votes per gross square foot of each Parcel which Declarant owns. As each Parcel in the KMH Property is conveyed to a Class A Member, Declarant's Class B votes for that Parcel shall automatically terminate. Upon the termination of Class B membership pursuant to the Declaration, Declarant shall automatically be converted to Class A membership and shall be entitled to cast the applicable number of Class A votes for each Parcel still owned by Declarant.

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

(1) When the total outstanding Class A votes equal or exceed the total outstanding Class B votes; or

(2) Twenty-five (25) years after the date on which the Declaration is recorded in the Public Records of Lake County, Florida; or

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

When the earlier of the preceding events occurs, Declarant shall call a Special Meeting of the Association's membership to advise it of the termination of the Class B membership. At this Special Meeting of the Association's membership, Declarant shall turn over control of the Association to the Class A membership, and the Class A Voting Members shall elect Directors as provided in the Bylaws.

(d) Voting by Proxy. All Voting Members may do so by proxy. Any proxy shall be delivered to the Secretary of the Association's Board or another authorized person so designated by the Board. No proxy shall be valid after ninety (90) days from the date the proxy is signed by the Member. Every proxy shall be revocable at any time in the discretion of the Member executing that proxy.

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(c) 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.

## ARTICLE VII BOARD OF DIRECTORS

The affairs of the Association shall be managed and administered by a Board consisting of three (3), five (5) or seven (7) members, as may be determined from time to time by the Association's membership. The initial Board shall consist of three (3) members. All of the duties, power and authority of the Association existing under Florida law, the Declaration, these Article and/or the Bylaws shall be exercised exclusively by the Board, 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.	Kathleen M. Hillary	110 Warsteiner Way, #401 Melbourne Beach, Florida 32951
2.	James Foster	619 Teal Avenue Celebration, Florida 34747
3.	Mary Jo Calloway	2306 Garland Street Sylvan Lake, Michigan 48320

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.

In the event a Member is not a natural person (including but not limited to, corporations, partnerships, limited liability companies, limited liability partnerships and trusts), any person appointed by or who is an officer, director, partner, manager, member, or trust officer of that Member shall be eligible to serve as a Director of the Association unless specific written notice to the contrary is signed and provided to the Association by that Member.

## ARTICLE VIII OFFICERS

The officers of the Association may include a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall be elected by the Board and the officers shall serve at the pleasure of the Board.

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

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President/Secretary/ Treasurer	Kathleen M. Hillary	110 Warsteiner Way, #401 Melbourne Beach, Florida 32951
Vice President	James Foster	619 Teal Avenue Celebration, Florida 34747

#### **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 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, fees, and amounts paid in settlement actually and reasonably incurred by him or her in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if that person acted in good faith, and, with respect to any criminal action or proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful; and

(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

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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 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 capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a Director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

**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 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 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.

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**ARTICLE X  
EXISTENCE AND DURATION**

**Section 1.** The existence of the Association shall commence with the filing of these Articles of Incorporation with the appropriate agency of the State of Florida. The Association shall exist in perpetuity.

**ARTICLE XI  
AMENDMENTS**

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

A. The Board, 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 been properly sent to the Association's membership when personally delivered, mailed, postage prepaid, or electronically transmitted, 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 (67%) percent 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 Lake County, Florida. Any amendment to these Articles of Incorporation shall be effective on the date it been accepted and filed by the Secretary of State or other appropriate agency of the State of Florida.

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## **ARTICLE XII BYLAWS**

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

## **ARTICLE XIII EMERGENCY BYLAWS**

The Association's Board, by majority vote, may adopt Bylaws that would be effective only in an emergency. For purposes of these Articles of Incorporation, "emergency" shall be defined as a catastrophic event that would prevent a quorum of the Association's Board from readily assembling, which would include, but is not limited to, the following: a hurricane; a declared state of emergency by the appropriate governmental agencies; and an evacuation of the area where the KMH Property is located ordered by the appropriate governmental agencies.

Any emergency Bylaws adopted by the Association's Board shall cease to be effective once the reason for the emergency ends. All provisions of the regular Bylaws that do not conflict with the emergency Bylaws remain effective during the emergency.

## **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. Unless otherwise specifically provided in these Articles of Incorporation, all terms, including capitalized terms, used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration, as it may be amended and/or supplemented from time to time.

## **ARTICLE XV 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 KMH Property.

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**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, by a majority vote, must first adopt a resolution approving the proposed plan of merger and then submit that plan or 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 XV, Section 3(b) of these Articles of Incorporation, the notice will be considered to have been properly sent to the Association's membership when personally delivered, mailed, postage prepaid, or electronically delivered, 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 XVI INCORPORATOR**

The name and street address of the Incorporator to these Articles of Incorporation is as follows: Kathleen M. Hillary, 110 Warsteiner Way, #401, Melbourne Beach, Florida 32951.

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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 30 day of September, 2013.

Kathleen M. Hillary  
Kathleen M. Hillary

STATE OF MICHIGAN

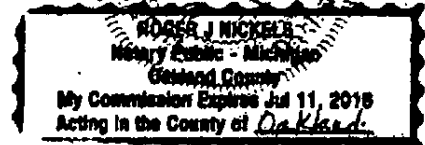
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 30 day of September, 2013, by KATHLEEN M. HILLARY. She \_\_\_\_\_ is personally known to me OR ☒ has produced Fl. Dr. Lic as identification.

[Signature]  
Notary Public

Print Name: Robert J. Nickels

NOTARY SEAL:



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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:

CLERMONT CROSSING PROPERTY OWNERS' ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 110 Warsteiner Way, #410, Melbourne Beach, Florida 32951, has named KATHLEEN M. HILLARY, located at the above-registered office, as its Registered Agent to accept service of process within the State of Florida.

**ACKNOWLEDGEMENT**

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I 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:

  
KATHLEEN M. HILLARY

Dated: 9/30, 2013.

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