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Division of Corporations

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Subject Grove Condominium Assn.

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**ARTICLES OF INCORPORATION**  
**OF**  
**THE GROVE AT FOUR CORNERS**  
**OFFICE CONDOMINIUM ASSOCIATION, INC.**

(a corporation not-for-profit)

All terms used in these Articles of Incorporation of The Grove at Four Corners Office Condominium Association, Inc. (the "Articles") will have the same meaning as the identical terms used in the Declaration of Condominium of The Grove at Four Corners Office Condominium (the "Declaration"), unless the context otherwise requires.

**ARTICLE I**

Name

The name of the corporation will be The Grove at Four Corners Office Condominium Association, Inc. For convenience this corporation will be referred to as the "Association."

**ARTICLE II**

Purposes

1. The purpose for which the Association is organized is to manage, operate and maintain a condominium to be known as The Grove at Four Corners Office Condominium (the "Condominium") in accordance with the Declaration, and for any other lawful purpose.
2. The Association will have no capital stock and will make no distribution of income or profit to its members, directors or officers.

**ARTICLE III**

Powers

1. The Association will have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, together with such additional specific powers as are contained in the Bylaws or Declaration, and all other powers reasonably necessary to implement the purpose of the Association.
2. All funds and the titles to all property acquired by the Association and the proceeds thereof must be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.
3. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration.

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**ARTICLE IV**

Members

The qualifications of members, the manner of their admission to the Association, and voting by members will be as follows:

1. All Owners are members of this Association, and no other persons or entities are entitled to membership. Each Owner will be entitled to vote in accordance with the Bylaws.
2. Changes in membership in the Association will be established by the recording in the Public Records of Orange County, Florida, of a deed or other instrument establishing a change of record title to a Unit and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument will thereby become a member of the Association. The membership of the prior Owner will be thereby terminated.
3. The share 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 member's Unit.

**ARTICLE V**

Directors

1. The affairs of the Association will be managed by a board of directors consisting of three (3) members.
2. Directors of the Association must be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.
3. The initial Directors are:

<u>Name</u>	<u>Address</u>
Jefferson R. Voss	9350 Conroy Windermere Road Windermere, Florida 34786
Thomas B. Youth	9350 Conroy Windermere Road Windermere, Florida 34786
Scott I. Peek, Jr.	9350 Conroy Windermere Road Windermere, Florida 34786

ARTICLE VI

Indemnification

1. Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer employee or agent (each, an "Indemnatee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any 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 and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding, or any threat or same, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association, against expenses and amounts paid in settlement not exceeding, in the judgment of the Board, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Article VI in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine, upon application, that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

3. Indemnification for Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits, or otherwise, in defense of any proceeding referred to in Section 1 or Section 2, above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

4. Determination of Applicability. Any indemnification under Section 1 or Section 2 above, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 or Section 2. Such determination shall be made:

(a) By the Board, by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

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(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding:

(c) By independent legal counsel:

(i) selected by the Board prescribed in Subsection 4(a) or the Committee prescribed in Subsection 4(b); or

(ii) if a quorum of the directors cannot be obtained under Subsection 4(a) and the committee cannot be designated under Subsection 4(b), selected by majority vote of the full Board (in which directors who are parties may participate); or

(d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

5. Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by Subsection 4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

6. Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding, or any threat of same, may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this Article. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board deems appropriate.

7. Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any By-Law, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the director, officer, employee or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A transaction from which the director, officer, employee or agent derived an improper personal benefit; or

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(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by, or in the right of, the Association to procure a judgment in its favor or in a proceeding by, or in the right of, the members of the Association.

8. Continuing Effect. Indemnification and advancement of expenses as provided in this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person, unless otherwise provided when authorized or ratified.

9. Application to Court. Notwithstanding the failure of the Association to provide indemnification; and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee or agent is entitled to mandatory indemnification under Section 3, in which case the court shall also order the Association to pay such individual's reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise, by the Association, of its power pursuant to Section 7; or

(c) The director, officer, employee or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Section 1, Section 2, or Section 7, unless: (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful; and (ii) such court further specifically determines that indemnification should be denied. The termination of any 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 did act in a manner which he or she reasonably believed to be not in, or opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

10. Definitions. For purposes of this Article, the term "expenses" shall be deemed to include attorneys' fees and related "out-of-pocket" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine and/or expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending or completed action, suit

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or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on, and which are accepted by, such persons.

11. Effect. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote or members or otherwise.

12. Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

#### ARTICLE VII

##### Bylaws

The Bylaws will be adopted by the Board and may be altered, amended or rescinded as provided in the Bylaws.

#### ARTICLE VIII

##### Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is considered.

2. Until the first election of a majority of directors by members other than the Developer, proposal of an amendment and approval thereof will require the affirmative action of a majority of the entire membership of the Board, and no meeting of the members nor any approval thereof is required, unless such meeting or approval is required by the Declaration or Chapter 718.

3. After the first election of a majority of directors by members other than the Developer, a resolution approving a proposed amendment may be proposed by either the Board or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than a majority of the entire membership of the Board and by not less than a majority vote of all of the Owners at a duly called meeting of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing ten (10) days after such meeting.

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4. Once adopted, an amendment will be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Orange County, Florida.

5. Notwithstanding the foregoing, these Articles may be amended by the Developer as may be required by any governmental entity; as may be necessary to conform these Articles to any governmental statutes; as may be in the best interests of the Association; or as the Developer may deem appropriate, in its sole discretion, to carry out the purposes of the project and to expand or enhance the Condominium.

#### ARTICLE IX

##### Term

The term of the Association is the life of the Condominium. The Association will be terminated by the termination of the Condominium in accordance with the Declaration.

#### ARTICLE X

##### Incorporator

The name and address of the incorporator to these Articles of Incorporation is as follows:

##### Name

Jeffrey P. Wieland

##### Address

420 S. Orange Avenue, Suite 1200  
Orlando, FL 32801

#### ARTICLE XI

##### Registered Agent

The Association hereby appoints NRAI Services, Inc. as its Registered Agent to accept service of process within this state, with the Registered Office located at 1200 S. Pine Island Road, Plantation, FL 33324.

#### ARTICLE XII

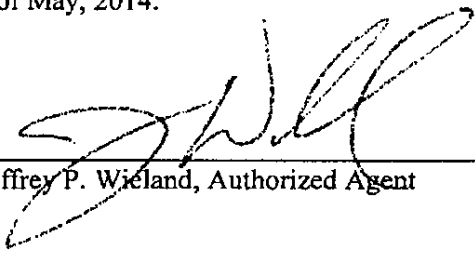
##### Principal Office

The address of the principal office and the mailing address of the Association shall be 9350 Conroy-Windermere Road, Windermere, Florida 34786, or at such other place as may be subsequently designated by the Board. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 718.

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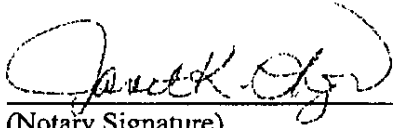
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IN WITNESS WHEREOF the incorporator has hereto affixed his signature to these Articles of Incorporation this 29 day of May, 2014.

  
Jeffrey P. Wieland, Authorized Agent

STATE OF FLORIDA     )  
                                  ) SS.  
COUNTY OF ORANGE    )

May The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2014, by Jeffrey P. Wieland, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
(Notary Signature)



\_\_\_\_\_  
(Notary Name Printed)

NOTARY PUBLIC  
Commission No. \_\_\_\_\_

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**REGISTERED AGENT CERTIFICATE**

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

That The Grove at Four Corners Office Condominium Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at the City of Orlando, County of Orange, State of Florida, has named NRAI Services, Inc. as its registered agent to accept service of process and perform such other duties as are required in the State.

**ACKNOWLEDGMENT:**

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned, by and through its duly elected officer, hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states that it is familiar with §617.0501, *Florida Statutes*.

By: Katie Wonsch  
Print Name: Katie Wonsch  
As Its: Assistant Secretary  
Dated: May 29, 2014