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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1/16/15



Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

SUBJECT: **SHOPPES AT REUNION COMMERCIAL CONDOMINIUM PROPERTY OWNERS' ASSOCIATION, INC.**

Dear Sir or Madam:

Enclosed is an original and two (2) copies of the Articles of Incorporation for a not-for profit corporation named :

**SHOPPES AT REUNION COMMERCIAL CONDOMINIUM  
PROPERTY OWNERS' ASSOCIATION, INC.**

Also enclosed is a check made payable to Department of State in the amount of Eighty and 75/100 Dollars (\$80.75) offered in payment of the following

Filing Fees	\$35.00
Designation of Registered Agent Fee	35.00
Certified Copy of Articles (10 pgs)	<u>10.75</u>
TOTAL	\$80.75
	=====

Submitted by:

Salim N. Valiani – Incorporator  
390 North Orange Avenue – Suite 2125  
Orlando, Florida 32801  
Telephone: (407) 730-3969  
E-mail address: valiani.salim@gmail.com

We trust you will find these enclosures to be in good order.

Sincerely yours

Salim N. Valiani

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15 JAN 13 PM 2:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Bank of America Center | 390 North Orange Ave., Suite #2125 | Orlando, FL 32801

O: 407.730.3969 | F: 407.730.3971

[www.AtlanticGulfCompanies.com](http://www.AtlanticGulfCompanies.com)

**ARTICLES OF INCORPORATION  
FOR  
SHOPPES AT REUNION COMMERCIAL CONDOMINIUM  
PROPERTY OWNERS' ASSOCIATION, INC.**

**FILED**

**15 JAN 13 PM 2:58**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

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

**ARTICLE 1  
NAME**

The name of the corporation shall be SHOPPES AT REUNION COMMERCIAL CONDOMINIUM PROPERTY OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**ARTICLE 2  
OFFICE**

The principal office and mailing address of the Association shall be Bank of America Center – Suite 2125, 390 North Orange Avenue, Orlando, Florida 32801 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3  
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Condominium for the Shoppes at Reunion Commercial Condominium recorded (or to be recorded) in the Public Records of Orange County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain, repair and replace the Common Elements thereof for the benefit of the Owners who become Members of the Association.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association may inure to the benefit of any individual Member or any other person. The Association may however, reimburse its Members for the actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code or other applicable provisions of the Code and federal and state law.

**ARTICLE 4  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration which are incorporated herein, unless herein provided to the contrary, or unless the context otherwise requires.

## ARTICLE 5 POWERS

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Elements may not be mortgaged without (i) the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes, and (ii) the prior written consent of the Mortgagee(s) of the Retail Units.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Elements, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Elements and insurance for the protection of the Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property; provided however, all proposed rules and regulations must be delivered to Members, and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Elements and applicable law.

(g) To contract for the management and maintenance of the Common Elements and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Elements.

(i) To execute all documents or consents, on behalf of all Owners required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Parcel, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain and manage that portion of the water, wastewater and reclaimed water system for the Buildings that are deemed to be Common Elements of the Association in a manner consistent with the applicable Tohopekaliga Water Authority permit(s), agreements and requirements and applicable District rules.

(k) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi governmental entities to provide services to or for the Association or the Members.

**5.3 Powers Exercised by Board of Directors.** All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws, provided however, the Board of Directors may not act on behalf of the Association to amend the Declaration or terminate the Association or the Declaration. The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members who are present at a duly constituted meeting at which a quorum is present in person or by proxy.

**5.4 Property of the Association.** All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

**5.5 Distribution of Income; Dissolution.** The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

**5.6 Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

## **ARTICLE 6 MEMBERS**

**6.1 Membership.** The Members of the Association initially shall consist of the Developer under the Declaration, Fourth Atlantic Gulf Properties LLC, a Florida limited liability company and the Retail Owners. The Retail Units initially shall be owned by one Retail Owner and this one Retail Owner shall be the initial Member representing the Retail Units. In the event any portion of the Retail Unit(s) is sold so that there is more than one (1) Retail Owner, or should the Retail Owner(s) otherwise elect, the Retail Owner(s) shall become Members of the Association.

6.2 Assignment. 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 Unit for which that share is held.

6.3 Classes of Members / Voting. The Association will have one (1) classes of voting membership:

(a) Voting and Membership of Association.

Initial Members. There shall be one (1) class of Association members entitled to vote. Initially, the voting Member of the Association shall be the "Developer". After Turnover (as defined below), the Retail Owners shall constitute the one (1) class of Association Members entitled to vote. Notwithstanding anything herein to the contrary, the Developer, as initial Member of the Association shall have exclusive voting rights until Turnover. All such rights shall exist regardless of the number of Owners who are owners of Retail Units and Association members. Upon Turnover, the Retail Owners as Members of the Association shall be the Voting Members of the Association. The Developer may be a Voting Member of the Association if it qualifies as a Retail Owner. "Voting Members" as used in this subparagraph means and refers to those individuals or entities that meet the requirements of the identified classes and thereby may to be responsible for casting votes on matters requiring a vote of the membership (except as otherwise specifically provided in the Declaration and in the Bylaws). The term "Voting Member" shall include alternate Voting Members acting in the absence of a Voting Member.

Turnover. Upon Turnover, the Retail Owners shall become voting Members of the Association and shall have the sole right to vote in Association matters. Turnover shall be deemed to occur on the earlier of the following events ("Turnover"):

- a. Three months after ninety percent (90%) of the Units in the Property have been conveyed to Retail Owners.
- b. Such earlier date as Developer, in its sole discretion, may determine in writing.
- c. Twenty-five years after recording of the Declaration.

(b) Voting.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members which shall include both Voting Members and Non-Voting Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Developer shall transfer control of the Association to Retail Owners by resignation of any and all offices which it or its designates may hold, whereupon it shall be the affirmative obligation of Retail Owners to elect Directors and assume control of the Association; provided at least thirty (30) days notice of Developer's and Developer's designees decision to resign is given to Retail Owners. The Developer shall not be liable in any manner in connection with such resignation even if the Retail Owners refuse or fail to assume control.

## **ARTICLE 7 INCORPORATOR**

7.1 The name and address of the Incorporator of this Association is:

NAME

Salim N. Valiani

ADDRESS

Bank of America Center – Suite 2125  
390 North Orange Avenue  
Orlando, Florida 32801

## **ARTICLE 8 TERM OF EXISTENCE**

8.1 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. The Association may only be terminated by the approval of the Members holding two thirds of the votes, voting in person or by proxy at a duly called meeting at which a quorum is present or by the approval of members holding two thirds (2/3) of all the votes; provided however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose.

## **ARTICLE 9 OFFICERS**

9.1 The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Salim N. Valiani  
President/Treasurer/Secretary

Bank of America Center – Suite 2125  
390 North Orange Avenue  
Orlando, Florida 32801

## **ARTICLE 10 DIRECTORS**

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws. Initially, during such time as the Developer in the voting member of the Association, the number of Directors shall be three (3). After Turnover, when the Retail Owners become the voting members of the Association, the number of members of

the Board of Directors shall not be less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

### 10.3 Election and Removal.

(a) Appointment of Directors Prior to Turnover. Initially, the Member of the Association shall be the "Developer" and Developer's designees. After Turnover, when thirty (30) days notice of Developer's decision to resign is given to the Retail Owners, said Retail Owners shall elect as provided in the ByLaws, subject to "Developer's" rights of appointment as set forth below, the Directors of the Association, which Directors need not be Members of the Association.

#### (b) Election of Directors After Turnover.

- (i) If Developer Owns 5% or More of the Units Within the Property. After Turnover, for so long as the Developer owns at least five percent (5%) of the Units within the Property, the Developer may appoint one (1) Director to the Board of Directors of the Association. The Retail Owners will elect two (2) persons to serve on the Board of Directors of the Association. The Board shall have at least two (2) Directors representing the Retail Units.
- (ii) If Developer Owns Less Than 5% of the Units Within the Property. After Turnover, if the Developer owns less than five percent (5%) of the Units within the Property, the Developer may no longer appoint members to the Board of Directors, and three (3) persons or more representing the Retail Owner(s) shall constitute the Board of Directors.
- (iii) Timing of Election. Directors of the Association shall be elected at the time of Turnover and at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws.
- (iv) Removal of Directors. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

10.4 Term of Developer's Directors. The Developer shall appoint the member of the first Board of Directors and replacements who shall hold office for the periods described in the Bylaws. Directors need not be members of the Association.

10.5 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.



## ARTICLE 11 INDEMNIFICATION PROVISIONS

11.1 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 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 acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he 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 of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection 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.

11.3 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 subsection 11.1 or subsection 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:

- (a) By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (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 of Directors prescribed in subsection 11.4(a) or the committee prescribed in subsection 11.4(b); or
- (ii) if a quorum of the Directors cannot be obtained for subsection 11.4(a) and the Committee cannot be designated under subsection 11.4(b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (iii) by a majority of the voting interests of the Members of the Association who were not parties to such proceeding.

(d) **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.

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

(f) **Exclusivity: Exclusions.** The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his 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 actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (i) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (ii) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (iii) 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.

**11.5 Continuing Effect.** Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, 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.

**11.6 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 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 subsection 11.3 in which case the court shall also order the Association

to pay the director 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 subsection 7.7; 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 subsection 11.1, subsection 11.2, or subsection 11.7, unless (1) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnatee, that he did not act in good faith or acted in a manner he 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 had reasonable cause to believe his conduct was unlawful, and (2) 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 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 had reasonable cause to believe that his conduct was unlawful.

**11.7 Definitions.** For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; 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 such persons.

**11.8 Amendment.** Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

## **ARTICLE 12 BYLAWS**

**12.1** The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

## **ARTICLE 13 AMENDMENTS**

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

**13.1 Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

**13.2 Adoption.** Amendments shall be proposed and adopted in the manner provided in Chapter 718, Florida Statutes; provided that in all events such amendments shall be approved by the approval of the Members holding two thirds (2/3) of the votes, voting in person or by proxy at a duly called meeting at which a quorum is present or by the written consent of the Members holding two thirds of the votes. Notwithstanding anything herein to the contrary, any amendment of these Articles which would have a material and adverse affect on any Retail Owner, specifically including, without limitation, any amendment which would affect an Owner's rights with

respect to access to Common Elements, voting rights, and/or any restrictions as set forth in Article 6 of the Declaration, shall require a vote of not less than ninety percent (90%) of all Owners, and the joinder and consent of the Mortgagee(s) of the Retail Units.

13.3 Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Orange County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration were recorded which contains, as an exhibit, the initial recording of these Articles.

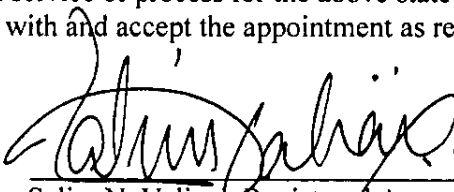
**ARTICLE 14**  
**INITIAL REGISTERED OFFICE;**  
**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 390 North Orange Avenue, Suite 2125, Orlando, Florida 32801, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Salim N. Valiani, 390 North Orange Avenue, Suite 2125, Orlando, Florida 32801.

**ACCEPTANCE BY REGISTERED AGENT**

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

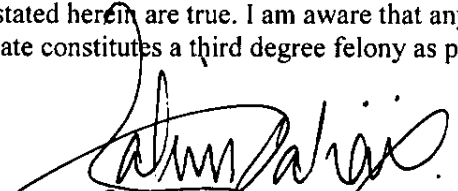
DATED: January 7<sup>th</sup>, 2015

  
\_\_\_\_\_  
Salim N. Valiani, Registered Agent

**VERIFICATION OF INCORPORATOR**

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided in s. 814.155,

DATED: January 7<sup>th</sup>, 2015

  
\_\_\_\_\_  
Salim N. Valiani - Incorporator

FILED  
15 JAN 13 PM 2:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA