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FLORIDA PROFIT/NON PROFIT CORPORATION  
LVC SOUTH PROPERTY OWNERS ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION  
OF  
LVC SOUTH  
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 LVC SOUTH 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 Lakeside Village Center South Declaration of Easements, Covenants and Restrictions recorded June 13, 2014 in Official Records Book 10758, Page 4978, Public Records of Orange 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 located at 7586 W. Sand Lake Road, Orlando, Florida 32819.

**ARTICLE IV  
REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Association shall be located at 7586 W. Sand Lake Road, Orlando, Florida 32819, and the initial registered agent of the Association shall be the SCOTT T. BOYD. 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, 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:

(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 By-Laws or the Declaration.

(b) To enter into, make, establish, amend and enforce, rules, regulations, By-Laws, 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, Special Assessments and/or any other assessments provided for by the Declaration) for the Common Expense 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 Surface Water or Stormwater Management System.

(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 Land bound by the terms, covenants, conditions and restrictions of the Declaration, including but not limited to, Common Areas, Lots, Owners, Members, structures, improvements, landscaping and maintenance.

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

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(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 By-Laws.

(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, and/or improvements thereon.

(i) To operate, maintain, manage, repair, control, regulate, replace and/or improve the Common Areas and such other portions of the Land 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 exercise architectural control, either directly or through appointed committees, over all buildings, structures, landscaping and/or improvements of any type to be placed, built, erected, installed and/or constructed upon any portion of the Land. Such architectural control shall be exercised pursuant to the Declaration.

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

(m) 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 of Directors, in its discretion determines necessary or 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 of Directors of the Association shall enter in its sole discretion.

(o) To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the South Florida Water Management District ("**Water Management District**") Permit requirements and applicable Water Management District rules, and shall assist in the enforcement of the terms, conditions, restrictions and provisions of the Declaration which relate to the Surface Water or Stormwater Management System.

(p) 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 of Directors of the Association may determine in its sole discretion to be in the best interest of the Association.

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(q) To enter into a management contract with a third party for the maintenance and repair of any Common Areas and for the operation of the Association. The Board of Directors 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 of Directors of the Association.

(r) 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 of Directors will carry out this power on behalf of the Association.

(s) To create, appoint and/or dissolve any committees that the Board of Directors of the Association may deem appropriate.

(t) 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 By-Laws, these Articles of Incorporation and/or Florida law.

(u) To adopt, change, repeal and/or amend the By-Laws.

(v) To adopt, change, repeal and/or amend By-Laws 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 Lot giving rise to such membership, and any transfer of record title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot. However, any such Person who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association. 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 and/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 with the voting rights as follows:

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(a) Class A. Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any. Subject to the restrictions and limitations set forth herein, each Class "A" Member shall be entitled to One (1) vote for each gross acre of each Lot in which such Class "A" Member holds the interest required for membership. When one or more person holds such interest or interests in any Lot, all such persons shall be Members, and the vote(s) for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any gross acre. There shall be fractional voting and all such fractions shall be rounded off to the nearest 1-10th (0.1) of a gross acre. The votes for any Lot or Lots cannot be divided for any issue and must be voted as a whole as further described in Section 3 of this Article III. Except where otherwise required under the provisions hereof, the Articles or the By Laws, the affirmative vote of the Owners of majority of gross acres represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon Members. The term "**gross acres**" as used in these Articles of Incorporation means the total number of acres within the boundaries of a Lot as shown on a plat of a survey thereof. Initially, there are a total of 14.78 gross acres within all Lots comprising the Land. In the event of a dispute as to the number of gross acres in any Parcel, the determination shall be made by the Association and such determination shall be binding and conclusive.

Unless otherwise specified in this Declaration, the vote for each Lot shall be exercised by the Owner of such Lot or its designated representative as provided in the Bylaws.

(b) Class B. The Class B Member 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 ten (10) votes for each gross acre of each Lot in which the Class "B" Member holds fee simple title. There shall be fractional voting and all such fractions shall be rounded off to the nearest nearest 1-10th (0.1) of a gross acre. As each Lot in the Property is conveyed to a Class A Member, Declarant's votes for that Lot 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 Lot 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:

(1) The date on which Declarant no longer has a fee ownership interest in or to any Lot; or

(2) Twenty (20) 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 absolute discretion, may so elect by recording a notice of such election in the Public Records of Orange County, Florida.

When the earlier of the preceding events occurs, Declarant shall call a Special Meeting of the Association's membership to advise of the termination of the Class B membership. At this Special Meeting of the Association's membership, Declarant shall turn over control of the

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Association to the Class A membership, and the Class A Voting Members shall elect Directors as provided in the Bylaws.

(d) Transition of Control. Any other provision of this Article 3 to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors of the Association not later than three (3) months after ninety percent (90%) of the gross acres of all Lots that will or may ultimately be operated by the Association have been conveyed to Owners other than Declarant. Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least one (1) Lot. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. At the time of turnover of control of the Association to the Members, the Declarant shall deliver to the new Board of Directors the maintenance plan for the Surface Water or Stormwater Management System accompanied by an engineer's certification that the Surface Water or Stormwater Management System is functioning in accordance with all approved plans and permits. To the extent any such engineer's report indicates any corrective action is required, the Declarant shall be required to diligently undertake such corrective action at the Declarant's expense and post a cash bond with the Association for the estimated costs of such corrective action. The cash bond may be drawn upon to pay for the corrective action.

(e) Voting by Proxy. All Members entitled to vote by 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 Association's Board of Directors or another authorized person so designated to receive the proxy by the Board of Directors, 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 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 who executes that proxy. If a proxy submitted by a Member does not provide a name of a proxy holder, the Secretary of the Board of Directors of the Association or another person designated by the Board of Directors, shall automatically become the proxy holder of that proxy.

(f) Multiple Owners. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

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(g) Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be the president, any vice president or such other person who may be designated by certificate of appointment signed by the president or vice president of the corporation and filed with the Secretary of the Association. If a Lot is owned by a limited liability company, the person entitled to cast the vote for the Lot shall be the manager, president, any vice president or such other person who may be designated by certificate of appointment signed by the manager, president or vice president of the limited liability company and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person (a "Designee") entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof; provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot in the Declaration.

(h) Subdivision of a Lot. In the event title to a portion of a Lot is conveyed to a third party, such third party shall become a Member with the number of votes calculated as set forth above based on the gross acreage of the portion of the Lot which has been conveyed to the new Owner. In no event shall such conveyance increase the number of votes after conveyance over that originally assigned to the Lot before the conveyance, nor shall such conveyance result in casting of any additional fractional votes beyond that originally assigned to the Lot for the conveyance. At the time of such conveyance, the owner (seller) shall notify the Association of the exact acreage of each portion of the Lot being conveyed. In the event that an Owner fails or refuses to designate the division of the votes, the Board of Directors may make such division and notify the owners of each portion of the Lot involved in the conveyance.

(i) 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 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. The initial 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:



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<u>NAME</u>	<u>ADDRESS</u>
1. Ken L. Kupp	7586 W. Sand Lake Road, Orlando, Florida 32819
2. Dennis Seliga	7586 W. Sand Lake Road, Orlando, Florida 32819
3. Paige A. Teague	7586 W. Sand Lake Road, Orlando, Florida 32819

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 officers of the Association may include a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The officers shall be elected by the Board of Directors and the officers shall serve at the pleasure of the Board of Directors. 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	Ken L. Kupp	7586 W. Sand Lake Road Orlando, Florida 32819
Vice President	Dennis Seliga	7586 W. Sand Lake Road Orlando, Florida 32819
Vice President/ Secretary/Treasurer	Paige A. Teague	7586 W. Sand Lake Road Orlando, Florida 32819

#### 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 he is or was a Director, officer, Committee member, employee or agent of the Association:

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(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 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.

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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 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 appropriate agency of the State of Florida. The Association shall exist in perpetuity.

Section 2. In the event of termination, dissolution or final liquidation of the Association, the Surface Water or Stormwater Management System shall be conveyed and the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted a responsible operation/maintenance entity acceptable to the Water Management District. If the Surface Water or Stormwater Management System is not accepted by an appropriate agency of local government, then the Surface Water or Stormwater Management System shall be conveyed and/or dedicated to a Florida not for profit corporation similar to the Association, which would comply with the applicable terms of the Florida Administrative Code and the permit issued by the Water Management District, as they may be amended and/or renumbered from time to time, and be approved in writing by the Water Management District prior to such termination, dissolution or liquidation.

## ARTICLE XI AMENDMENTS

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

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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 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**

The Association's Board of Directors, 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 of Directors 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 Property is located ordered by the appropriate governmental agencies.

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Any emergency Bylaws adopted by the Association's Board of Directors 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.

#### **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 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 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 or mailed, postage prepaid, by the Association, its employees, agents, officers or Directors, to the address of the person who

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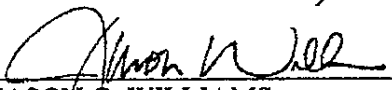
appears as a Member or Owner on the official records of the Association at the time of such delivery or mailing.

(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 are as follows: Jason G. Williams, c/o Shutts & Bowen, LLP, 300 S. Orange Ave., Suite 1000, Orlando, Florida 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 6th day of February, 2015.

  
JASON G. WILLIAMS

STATE OF FLORIDA

COUNTY OF Orange

The foregoing Articles of Incorporation were acknowledged before me this 6th day of February, 2015, by Jason Williams who ☒ is personally known to me OR ☐ has produced \_\_\_\_\_ as identification.

NOTARY STAMP:



DEBRA A. GILLEY  
MY COMMISSION # EE 128947  
EXPIRES: September 23, 2015  
Bonded Thru Budget Notary Services

  
NOTARY PUBLIC, State of Florida

Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

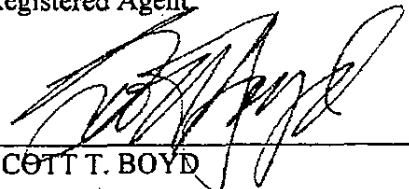
Pursuant to Chapters 48 and 617 of the Florida Statutes, the following is submitted compliance with said Acts:

LVC SOUTH PROPERTY OWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 7586 W. Sand Lake Road, Orlando, Florida 32819, has named SCOTT T. BOYD, 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:

  
SCOTT T. BOYD

Dated: 2/6, 2015.

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