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FLORIDA PROFIT/NON PROFIT CORPORATION
LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OF
LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

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

ARTICLE 1
NAME AND MAILING ADDRESS

The name of the corporation shall be LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC., whose mailing address is Livingston Lakes Condominium Association, Inc., c/o WCI Communities, LLC, 24301 Walden Center Drive, Bonita Springs, FL 34134, or such other address as may be subsequently designated by the Board of Directors. 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". The other terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium for Carriage Homes at Livingston Lakes, a Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 2
PURPOSE OF ASSOCIATION

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2.1 The Association will be the condominium association responsible for the operation of Carriage Homes at Livingston Lakes, a Condominium, together with such other Livingston Lakes Condominiums operated by the Association. If, as and when the Association operates more than one condominium, the Association will be deemed a multi-condominium association according to Section 718.405 of the Florida Condominium Act as it exists on the date hereof (the "Act"). Notwithstanding the foregoing, the Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Livingston Lakes.

2.2 The purpose for which this Association is organized is to own, operate, manage, maintain, repair, replace, insure, protect and improve the Association Property and to operate, manage, maintain, repair, replace, insure, protect and improve the common elements of the Livingston Lakes Condominium(s), all in accordance with the respective Livingston Lakes Condominium Documents and all other lawful purposes.

2.3 The Developer has the right to develop each of the Livingston Lakes Condominiums as a phased condominium according to Section 718.403 of the Act.

2.4 The Association shall also operate, manage, maintain, repair, replace, insure, protect and improve the Master Drainage System(s) in a manner consistent with the South Florida Water Management District ("District") Permit No. 11-02091-P requirements and applicable District rules and shall assist in the enforcement of the Livingston Lakes Condominium Documents which relate to the Master Drainage System.

ARTICLE 3
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

3.1 Powers. The Association shall have all of the common law and statutory powers of a Florida not for profit corporation, which are not in conflict with the terms of the Livingston Lakes Condominium Documents or the Act. By way of example but not in any way intended to limit the generality of the foregoing language, the Association has the following powers:

(a) to own and convey property;

(b) to operate and perform maintenance of the permitted project on common property as exempted or permitted by the District;

(c) to establish Rules and Regulations governing the Members or take any other actions necessary to enforce the Livingston Lakes Condominium Documents;

(d) to assess Members and enforce the collection of Assessments for the costs to own, operate, manage, maintain, repair, replace, insure, protect and improve the Association Property, including the Master Drainage System, and to operate, manage, maintain, repair, replace, insure, protect and improve the common elements of the Livingston Lakes Condominium(s);

(e) to sue and be sued; and

(f) to contract for services to provide for operation and maintenance services for the Association Property, including the Master Drainage System, and the common elements of the Livingston Lakes Condominium(s).

The Association shall also have all of the powers granted or to be granted to the Association in the Livingston Lakes Condominium Documents.

3.2 Association Property. 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 Livingston Lakes Condominium Declaration, these Articles and the Bylaws.

3.3 Distribution of Income. The Association shall not pay dividends to its Members and shall make no distribution of income to its Members, Directors or officers, unless otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes) or the applicable Livingston Lakes Condominium Declaration.

3.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the applicable Livingston Lakes Condominium Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the applicable Livingston Lakes Condominium Declaration, these Articles and the Bylaws.

ARTICLE 4
MEMBERS

4.1 Membership. The Members of the Association shall consist of all of the record title owners of Units in the Livingston Lakes Condominiums from time to time. All record title owners of Units in the Livingston Lakes Condominiums must be Members of the Association.

4.2 Assignment. A Member cannot assign, hypothecate or transfer in any manner its share of the funds and assets of the Association except as an appurtenance to the Unit for which that share is held.

4.3 Voting. The voting interests for each Unit are set forth in the Livingston Lakes Condominium Declaration governing such Unit and the Bylaws. All votes shall be exercised or cast in the manner provided by the applicable Livingston Lakes Condominium Declaration and the Bylaws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

ARTICLE 5
TERM

The Association shall have perpetual existence.

ARTICLE 6
INCORPORATOR

The name and address of the incorporator of these Articles are as follows: Nicole Marginian Swartz at 24301 Walden Center Drive, Bonita Springs, FL 34134.

ARTICLE 7
OFFICERS

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 in the manner provided in the Bylaws and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of officers from office, for filling vacancies and for the duties and qualifications of the officers.

ARTICLE 8
INITIAL OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Shaun D. Gillis
Vice President	David Caldwell
Secretary/Treasurer	Rhonda Brewer

ARTICLE 9
BOARD OF DIRECTORS

9.1 Board. 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, but which shall consist of not less than three (3) Directors.

9.2 Duties and Powers. All of the duties and powers of the Association existing at law or under the Act, the Livingston Lakes Condominium Declarations, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Members when such approval is specifically required.

9.3 Term of Developer's Directors. The Developer of the Livingston Lakes Condominiums shall appoint the members of the initial Board of Directors and their replacements who shall hold office for the periods described in the Bylaws. The names and addresses of the persons designated to serve as the initial Board are as follows:

NAME	ADDRESS
David Caldwell	c/o WCI Communities, LLC., 24301 Walden Center Drive, Bonita Springs, FL 34134
Shaun D. Gillis	c/o WCI Communities, LLC., 24301 Walden Center Drive, Bonita Springs, FL 34134
Rhonda Brewer	c/o WCI Communities, LLC., 24301 Walden Center Drive, Bonita Springs, FL 34134

9.4 Election; Removal. Directors of the Association shall be elected in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.5 Standards. A Director shall discharge his or her 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 or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by (a) one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the matters presented, (b) legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence, or (c) a committee 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 or she performed the duties of the office in compliance with the foregoing standards.

ARTICLE 10
BYLAWS

The initial 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.

ARTICLE 11
INDEMNIFICATION

11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he or she is or was a Director, officer, committee member, employee or agent (each, an "Indemnitee") 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, 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 or she reasonably believed to be in, or not opposed to, the best interests of the Association.

11.2 Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, committee member, 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 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 Section 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, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

11.4 Determination of Applicability. Any indemnification under Section 11.1 or Section 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, committee member, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 11.1 or Section 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, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may vote on the

members of the Committee) consisting solely of two or more Directors who are not at the time parties to the proceeding;

(c) By independent legal counsel selected:

1. by the Board of Directors prescribed in paragraph (a) or the Committee prescribed in paragraph (b); or

2. If a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), then by a majority of the Voting Members of the Association who were not parties to such proceeding.

11.5 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 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by a Director or officer 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 or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by committee members, employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article 11 are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, officers, committee members, employees, or agents, under any bylaw, agreement, vote of Unit Owners or disinterested Directors, or otherwise. 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, committee member, employee, or agent derived an improper personal benefit; or

(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.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 11 shall continue to a person who has ceased to be a Director, officer, committee member, 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.

11.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification in any specific case, a Director, officer, committee member, 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, committee member, employee, or agent is entitled to mandatory indemnification under Section 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, committee member, 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 11.7; or

(c) The Director, officer, committee member, 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 11.1, Section 11.2, or Section 11.7.

11.10 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 or alternative dispute resolution, 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, committee member, employee or agent of the Association that imposes duties on such person.

11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provision of this Article 11 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 12
AMENDMENTS

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

12.1 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 the Bylaws. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Pre-Declaration Amendments. Prior to the recording of any Livingston Lakes Condominium Declaration in the Public Records of the County, these Articles may be amended

by an instrument approved by the Board and signed by the President or Vice President and the Secretary and filed in the Office of the Secretary of State of the State of Florida.

12.3 Post-Declaration Amendments. After the recording of any Livingston Lakes Condominium Declaration in the Public Records of the County, these Articles may be amended as follows:

(a) Prior to the date the Developer transfers control of the Association, all amendments or modifications shall only be made by the Developer without the requirement of the consent of the Board of Directors or the approval of any Voting Members; provided, however, the Association shall, forthwith upon request of the Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Developer shall, from time to time, request.

(b) After the date the Developer transfers control of the Association, a proposed amendment to these Articles must be approved by not less than a majority of the Voting Members present in person or by proxy at a duly called meeting of members and the affirmative vote or written approval of the Developer so long as the Developer (or any of its affiliates) owns any Unit.

(c) Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Board of Directors alone without the need for approval of the Voting Members.

12.4 Limitation. No amendment to these Articles shall be permitted which changes the rights, privileges and obligations of the Developer or any Affiliate of the Developer, without the prior written consent of the Developer. No amendment shall make any changes in the qualifications for membership, nor in the voting rights of Members, without the approval of Voting Members having not less than two-thirds (2/3) of the Voting Interests, present in person or by proxy at a duly called meeting of the Voting Members. No amendment to this Section 12.3 shall be effective.

12.5 Filing and Recording Requirements. The instrument amending these Articles shall identify the particular Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board or Voting Members, as applicable. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida and recorded in the Public Records as an amendment to each recorded Livingston Lakes Condominium Declaration. If the amendment occurs prior to the recording of a Livingston Lakes Condominium Declaration, a certified copy of each such amendment together with a certified copy of these Articles shall be attached as an exhibit to such Livingston Lakes Condominium Declaration to be recorded.

ARTICLE 13
DISSOLUTION

The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of the Voting Members having not less than two-thirds (2/3) of the total Voting Interests, and (c) so long as Developer or any of Developer's affiliates owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration, the consent of the Developer, for so long as Developer owns any Unit.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Master Drainage System shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and such entity shall be approved by the District prior to any termination, dissolution or liquidation of the Association.

ARTICLE 14
REGISTERED OFFICE AND REGISTERED AGENT

The initial registered agent of the Association shall be Vivien Hastings, and the street address of the initial registered office of the Association is Livingston Lakes Condominium Association, Inc., c/o WCI Communities, LLC, 24301 Walden Center Drive, Bonita Springs, FL 34134.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his/her signature, this 30th day of June, 2015.

Nicole Marginian Swartz, Incorporator

REGISTERED AGENT CERTIFICATE

Having been named to accept service of process and serve as registered agent for Livingston Lakes Condominium Association, Inc., at the place designated in this Certificate, the undersigned hereby accepts the designation of Registered Agent of the Association, Inc. and acknowledges that she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

Vivien Hastings, Registered Agent

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