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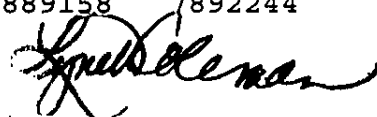
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ACCOUNT NO. : I20000000195

REFERENCE : 889158 7892244

AUTHORIZATION :



COST LIMIT : \$ 70.00

ORDER DATE : November 30, 2015

ORDER TIME : 3:36 PM

ORDER NO. : 889158-005

CUSTOMER NO: 7892244

DOMESTIC FILING

NAME: LP VACATION SUITES OWNERS
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams - EXT. 62935

EXAMINER'S INITIALS: _____

**ARTICLES OF INCORPORATION
OF
LP VACATION SUITES OWNERS ASSOCIATION, INC.**

**ARTICLE I
Name**

The name of the corporation shall be LP Vacation Suites Owners Association, Inc. (the "**Association**").

In the event the Project (as defined below) ever ceases to be an Affiliated Resort, or the Timeshare Management Contract between the Association and Hilton Grand Vacations Management, LLC is ever terminated without the consent of Hilton Grand Vacations Club, LLC, a Delaware limited-liability company, all reference to Hilton or Hilton Grand Vacations Club in relation to the Project shall cease. In no event shall the Timeshare Board of Directors (the "**Board**") utilize a name that uses or makes reference to the name "Hilton", "Hilton Grand vacations", "Hilton Grand Vacations Club," "HGVClub" or any other name that connotes any association with the Hilton name (collectively, the "**Hilton Name**"). In such event the Association, the Board and any and all Owners shall be prohibited from using the Hilton Name in any manner whatsoever and shall immediately be required to:

(a) Remove all signs containing the Hilton Name from the Project and from any offsite location to the extent the sign refers to the Project;

(b) Destroy all stationary, descriptive literature or printed or written matter bearing the Hilton Name other than books and records of the Association;

(c) Cease and desist from using the Hilton Name orally or in writing in referring to the Association or the Project; and

(d) Take immediate action to effect changes to the names of the Association and the documents of the Project reflecting the Hilton Name to eliminate all such references.

**ARTICLE II
Principal Office**

The principal street address is 9501 Universal Blvd, Orlando, FL 32819. The principal mailing address is 6355 Metro West Blvd., Suite 180, Orlando Florida 32835.

**ARTICLE III
Purposes**

1. The purpose for which the Association is organized is to manage, operate and maintain a timeshare project, to be known as LP Vacation Suites (the "**Project**") in accordance with the Declaration of Covenants, Conditions and Restrictions and Vacation Ownership Instrument for LP Vacation Suites (the "**Timeshare Declaration**"), and such other timeshare projects as the Board of the Association shall deem appropriate from time to time. All terms used in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the Timeshare Declaration, unless the context otherwise requires. In the event the Board ever deems it appropriate for the Association to manage, operate and maintain a timeshare project other than the Project, with respect to such projects, all terms in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the declarations for such other projects, unless the context otherwise requires.

2. The Association shall be a nonprofit corporation and shall have no capital.

ARTICLE IV
Powers

1. The Association shall have all of the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles of Incorporation, the Timeshare Declaration, the Timeshare Bylaws or the Florida Vacation Plan and Timesharing Act, Chapter 721, Florida Statutes. Without limiting the generality of the foregoing, the Association shall have the power to contract for the management of the Association and for the management and maintenance of any Timeshare Common Elements, but not the Shared Components, unless the Hotel Unit is conveyed to it by the Hotel Unit Owner or rights and obligations in regard thereto, in whole, or in part, are assigned to it by the Hotel Unit Owner to the Association, 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 Timeshare Common Elements with such funds as shall be made available by the Association for such purposes.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

a. To adopt a budget and make and collect Timeshare Plan Assessments against members to defray the costs of the Project.

b. To use the proceeds of Timeshare Plan Assessments in the exercise of its powers and duties.

c. To maintain, manage, repair, replace and operate the Project.

d. To reconstruct improvements after casualty and construct further improvements to the Property.

e. To promulgate and amend the Rules and Regulations respecting the use of Project.

f. To enforce by legal means the provisions of the various documents relating to the Project and the Association, these Articles of Incorporation, the Timeshare Bylaws and the Project Rules and Regulations (collectively the "Project Documents").

g. To contract for the management of the Project and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Project Documents to have approval of the Board or the members of the Association. Notwithstanding any provisions contained in these Articles to the contrary, it is the intent of these Articles of Incorporation that the ability of the Board to independently terminate a contract for the management of the Project without a vote of the Owners as provided in Chapter 721 shall be governed solely by the terms and conditions of said management contract.

h. To maintain, manage, repair, replace and operate the property resulting from a merger of this Project with another independent and separate project pursuant to any merger provisions of the Timeshare Declaration.

i. To operate and manage any reservation system created for the Project.

3. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Project Documents. The Association shall have the absolute obligation to accept a conveyance for no monetary consideration of the Hotel Unit or one or more of the Commercial Units, and/or rights and/or obligations concerning the Hotel Unit or Commercial Units, conveyed and/or assigned to it, whether in whole, or in part, and the power and authority to own, administer and oversee same, if and when so done, and to include the cost and expense of same as a Timeshare Plan Expense; provided, however, the Association shall pay the expenses in connection with any such conveyance or assignment (i.e., documentary stamp tax, title, and attorneys' fees of the Association).

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Timeshare Declaration.

ARTICLE V **Members**

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

1. All Owners shall be members of this Association, and no other persons or entities shall be entitled to membership. An Owner shall be entitled to one vote for each Ownership Interest owned and each Biennial Ownership Interest Owner shall have a one-half (1/2) vote for each Even or Odd Year Biennial Ownership Interest owned.

2. Changes in membership in the Association shall be established by the recording in the Public Records of Orange County, Florida, of a deed or other instrument establishing a change of record title to an Ownership Interest in the Project and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such Owner's Ownership Interest.

ARTICLE VI **Directors**

1. The affairs of the Association will be managed by a Board of not less than three (3) nor more than five (5) directors as shall be determined by the Timeshare Bylaws. Directors need not be members of the Association.

2. Directors of the Association shall be appointed or elected at the annual meeting of the Owners in the manner determined by the Timeshare Bylaws.

3. The following persons shall serve as directors until their successors are elected or appointed as provided in the Timeshare Bylaws:

<u>Name</u>	<u>Address</u>
Neil Hutchinson	6355 MetroWest Boulevard, Suite 180 Orlando, Florida 32835
Neil Peraza	6355 MetroWest Boulevard, Suite 180 Orlando, Florida 32835
Marc A. Neu	6355 MetroWest Boulevard, Suite 180 Orlando, Florida 32835
Jae Chung	6355 MetroWest Boulevard, Suite 180 Orlando, Florida 32835
Victoria Perez	6355 MetroWest Boulevard, Suite 180 Orlando, Florida 32835

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ARTICLE VII
Officers

The affairs of the Association shall be administered by a president, a vice-president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the Board shall from time to time determine. Such officers shall be appointed or elected by the Board at its first meeting following each annual meeting of the members of the Association. Officers shall serve without compensation at the pleasure of the Board. The same person may or by unanimous written consent of the Board hold two offices, the duties of which are not incompatible; provided, however, that the offices of president and vice-president shall not be held by the same person, nor shall the offices of president and secretary or assistant secretary or treasurer or assistant treasurer be held by the same person.

ARTICLE VIII
Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX
Timeshare Bylaws

The Timeshare Bylaws shall be adopted by the Board and may be altered, amended or rescinded by not less than two-thirds (2/3rds) of all the directors until the first election of a majority of directors by Owners other than the Plan Sponsor. Thereafter, the Timeshare Bylaws may be altered, amended or rescinded by not less than two-thirds (2/3rds) of all the directors and by not less than a majority vote of the members of the Association, other than the Plan Sponsor, present at a duly called meeting of the Association.

ARTICLE X
Amendments

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. Until the first election of a majority of directors by members of the Association other than the Plan Sponsor, proposal of an amendment and approval thereof shall require the affirmative action of two-thirds (2/3) of the entire membership of the Board, and no meeting of the members of the Association nor any approval thereof need be had.
3. After the first election of a majority of directors by members of the Association other than the Plan Sponsor, a resolution approving a proposed amendment may be proposed by either the Board or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than two-thirds (2/3) of all the directors and by not less than a two-thirds (2/3) vote of the members of the Association present at a duly called meeting of the Association.

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

5. Notwithstanding the foregoing, these Articles of Incorporation may be amended by the Plan Sponsor as may be required by any governmental entity or as may be necessary to conform these Articles of Incorporation to any applicable law to carry out the purposes of the Project and the Association and to expand or enhance the Timeshare Plan.

ARTICLE XI

Term

The term of the Association shall be the life of the Project. The Association shall be terminated by the termination of the Project in accordance with the Timeshare Declaration.

ARTICLE XII

Special Meetings

Special members' meetings shall be held whenever called by a majority of the Board and must be called by such officers upon receipt of a written request from five percent (5%) of the members of the Association, unless otherwise provided by law. Notice of such meeting shall be in accordance with the Timeshare Bylaws.

ARTICLE XIII

Incorporator

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

<u>Name</u>	<u>Address</u>
Kelly Lodde	5323 Millenia Lakes Blvd., Suite 400 Orlando, Florida 32839

ARTICLE XIV

Registered Agent and Registered Office

The Association hereby appoints Marc Neu as its Registered Agent to accept service of process within this state at Florida. The address of the registered agent is 5323 Millenia Lakes Blvd., Suite 400, Orlando, FL 32839.

IN WITNESS WHEREOF the incorporator has hereto affixed his signature this 30th day of November, 2015.

By: Kelly Lodde
Kelly Lodde

REGISTERED AGENT CERTIFICATE

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

That LP VACATION SUITES OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation in the city of Orlando, County of Orange, State of Florida, has named Marc Neu as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned, hereby accepts to act in this capacity, and agrees to comply act in this capacity.

Dated: _____

11/30/15

By: _____

Marc Neu
Secretary

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