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FLORIDA PROFIT/NON PROFIT CORPORATION
Valencia Neighborhood Association, Inc.

Neighborhood

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ARTICLES OF INCORPORATION
OF
VALENCIA NEIGHBORHOOD ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions (these "Articles of Incorporation");

ARTICLE I

NAME

The name of the corporation shall be VALENCIA NEIGHBORHOOD ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Neighborhood Association."

ARTICLE II

DURATION

The Neighborhood Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Neighborhood Association shall commence upon the filing of these Articles of Incorporation with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Valencia Neighborhood Area recorded or to be recorded in the Public Records of Brevard County, Florida, as it may be amended or supplemented from time to time (the "Neighborhood Declaration"). References in these Articles of Incorporation to the terms "Articles of Incorporation", "Bylaws", and "Neighborhood Declaration" shall include any duly-adopted amendments to any of the foregoing documents from time to time.

ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the Neighborhood Association is located at 7380 Murrell Road, Suite 201, Vicra, Florida 32940.

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ARTICLE V

REGISTERED OFFICE AND AGENT

Jay A. Decator, III, Esq., whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, is hereby appointed the initial registered agent of the Neighborhood Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE NEIGHBORHOOD ASSOCIATION

The Neighborhood Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Neighborhood Property and to promote the recreation, health, safety and welfare of the Owners. The Neighborhood Association shall have all the powers of a nonprofit 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 Bylaws, or the Neighborhood Declaration. The Neighborhood Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Neighborhood Declaration, these Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Neighborhood Association for the benefit of the Owners and for the maintenance, administration and improvement of the Neighborhood Property, Area of Common Responsibility and Common Areas. The duties and powers of the Neighborhood Association shall be exercised by the Board of Directors unless provided otherwise in the Neighborhood Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the Neighborhood Declaration, these Articles of Incorporation or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conducting of the business of the Neighborhood Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the Common Area, the Area of Common Responsibility or any other property of the Neighborhood Association; and to provide adequate funding for the performance of any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Neighborhood Association for the benefit of the Owners and for the maintenance, administration and improvement of the Neighborhood Area, Common Area, and Area of Common Responsibility;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise

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dispose of real or personal property subjected to the Neighborhood Declaration or any other property for which the Neighborhood Association by rule, regulation, the Neighborhood Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the Neighborhood Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the Neighborhood Association may be authorized to do so under the Neighborhood Declaration or the Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all Owners of the Neighborhood Property;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the Neighborhood Association, whether individually or with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Neighborhood Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Neighborhood Declaration;

(i) To maintain, repair, replace and operate portions of the Neighborhood Property and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the Neighborhood Association for maintenance, repair, replacement and operation pursuant to the Neighborhood Declaration, these Articles of Incorporation, the Bylaws, or separate agreement, including without limitation the Neighborhood Drainage System, as defined in the Neighborhood Declaration, in a manner consistent with all permits issued by the St. Johns River Water Management District and applicable rules of the St. Johns River Water Management District;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the Neighborhood Area or which may otherwise be subjected to the jurisdiction of the Neighborhood Association as provided in the Neighborhood Declaration. The Neighborhood Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the Neighborhood Association as provided in the Neighborhood Declaration;

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(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person; and

(l) Notwithstanding the foregoing, the Neighborhood Association shall not pay dividends and no part of any income of the Neighborhood Association shall be distributed to its members, directors or officers.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law subject to only such limitations as set forth in these Articles of Incorporation, the Bylaws, the Neighborhood Declaration, or any Supplemental Declaration; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

ARTICLE VII

MEMBERSHIP

7.1 Membership. Each Owner, including the Neighborhood Declarant, shall be a member of the Neighborhood Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member of the Neighborhood Association. The Neighborhood Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer of a membership in the Neighborhood Association shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Neighborhood Association appurtenant thereto to the new Owner thereof. The membership of an Owner in the Neighborhood Association shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the Neighborhood Declaration, the Bylaws and the rules and regulations of the Neighborhood Association.

7.2 Jurisdiction of Neighborhood Association. The Neighborhood Association and each member thereof must accept as members those owners subject to the jurisdiction of the Neighborhood Association as provided in the Neighborhood Declaration.

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ARTICLE VIIIVOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the Neighborhood Association shall be as set forth in the Neighborhood Declaration and the Bylaws. A vote for a Unit on Neighborhood Association matters must be cast by the person who is the designated voting representative for the Unit pursuant to Article II, Section 9 of the Bylaws.

8.2 Voting Representative. Each vote in the Neighborhood Association must be cast as a single vote by the designated voting representative for the Unit, and fractional votes shall not be allowed. If a Unit fails to designate a voting representative for Neighborhood Association matters, such Unit will not be entitled to vote on Neighborhood Association matters until such voting representative is duly appointed in accordance with Article II, Section 9, of the Bylaws.

ARTICLE IXBOARD OF DIRECTORS

The business and affairs of the Neighborhood Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of three (3) directors, but may be enlarged or decreased (i) by the Neighborhood Declarant during the Class "B" Control Period, in accordance with the Neighborhood Association's Bylaws or (ii) by the approval of a majority of the members after the Class "B" Control Period, provided that there shall always be an odd number of directorships created and that the number of directors is never less than three (3). The initial Board of Directors shall consist of three (3) directors appointed by the Neighborhood Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles of Incorporation and the Bylaws are:

| <u>Name</u> | <u>Address</u> |
|--------------------|--|
| Eva M. Rey | 7380 Murrell Road, Suite 201 Viera, Florida 32940 |
| Benjamin E. Wilson | 7380 Murrell Road, Suite 201 Viera, Florida 32940 |
| Karen B. Esposito | 7380 Murrell Road, Suite 201 Viera, Florida 32940 |

Within thirty (30) days after termination of the Class B Control Period, the members shall elect all directors of the Board of Directors for staggered terms as provided in the Bylaws. The

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method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE X

OFFICERS

The affairs of the Neighborhood Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they 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/Treasurer | Eva M. Rey | 7380 Murrell Road, Suite 201 Viera, FL 32940 |
| Vice President | Benjamin E. Wilson | 7380 Murrell Road, Suite 201 Viera, FL 32940 |
| Secretary | Karen E. Esposito | 7380 Murrell Road, Suite 201 Viera, FL 32940 |

ARTICLE XI

INDEMNIFICATION

The Neighborhood Association shall indemnify every officer, director, committee member and employee of the Neighborhood Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Neighborhood Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Neighborhood Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Neighborhood Association (except to the extent they may also be members of the Neighborhood

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Association), and the Neighborhood Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Neighborhood Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII

BYLAWS

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

ARTICLE XIII

AMENDMENTS

These Articles of Incorporation may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least a majority of the total votes of the Neighborhood Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of the State of Florida. A certified copy of each amendment shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the Neighborhood Declarant may unilaterally amend these Articles of Incorporation at any time to include any provisions which may be required by any federal, state or local governmental authority.

No amendment may remove, revoke, or modify any right or privilege of Neighborhood Declarant or the Class "B" member without the written consent of Neighborhood Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

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ARTICLE XIV

INCORPORATOR

The name and address of the Incorporator of the Neighborhood Association is as follows:

Name

Address

Jay A. Decator, III

7380 Murrell Road, Suite 201
Viera, Florida 32940

ARTICLE XV

NONSTOCK CORPORATION

The Neighborhood Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Neighborhood Association; provided, however, that membership in the Neighborhood Association may be evidenced by a certificate of membership which shall contain a statement that the Neighborhood Association is a corporation not for profit. The Neighborhood Association shall not pay dividends and no part of any income of the Neighborhood Association shall be distributed to its members, directors or officers.

ARTICLE XVI

DISSOLUTION

In the event the Neighborhood Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the Neighborhood Association have been satisfied from the assets of the Neighborhood Association or otherwise, the remaining assets of the Neighborhood Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the Neighborhood Association shall determine in their sole discretion.

Notwithstanding anything contained in the preceding grammatical paragraph to the contrary, in the event of termination, dissolution or final liquidation of the Neighborhood Association, the responsibility for the operation and maintenance of the Neighborhood Drainage System, as defined in the Neighborhood Declaration, must be transferred to and accepted by an entity which meets the requirements of Section 40C-42.027, Florida Administrative Code, and which is approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

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ARTICLE XVIIADDITIONAL PROPERTY

Additional property may be added from time to time to the Neighborhood Area in accordance with the Neighborhood Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Neighborhood Association to such additional property as may be contemplated by the Neighborhood Declaration.

The Neighborhood Association and each member must accept, as members of the Neighborhood Association, the Owners of all Units in the property added to the Neighborhood Area where the instrument hereafter annexing additional property to the Neighborhood Area and to the jurisdiction of the Neighborhood Association provides that the Owners of Units in the property added to the Neighborhood Area are intended to be members of the Neighborhood Association and that the Neighborhood Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 2nd day of May, 2016.

WITNESSES

Charlene R. Spangler
Charlene R. Spangler
 (Print Name)

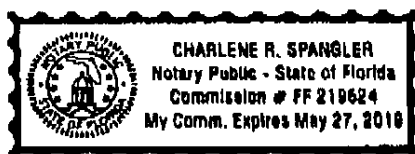
Jay A. Decator, III
 Jay A. Decator, III

Benjamin E. Wilson
Benjamin E. Wilson
 (Print Name)

Address: 7380 Murrell Rd., Ste. 201
 Viera, Florida 32940

STATE OF FLORIDA)
 COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 2nd day of May, 2016, by Jay A. Decator, III. Said person is known to me.



Charlene R. Spangler
 Signature of Person Taking Acknowledgement
 Print Name: Charlene R. Spangler
 Title: Notary Public, State of Florida
 Serial No. (if any) FF219624
 Commission Expires: 5/27/2019

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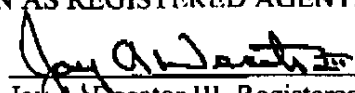
**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

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

VALENCIA NEIGHBORHOOD ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 7380 Murrell Road, Suite 201, Vicra, Florida 32940, has named Jay A. Decator, III, located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.


Jay A. Decator III, Registered Agent

Date: 5/2/16

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