

Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION

Trelago Property Owners Association, Inc.

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**ARTICLES OF INCORPORATION OF
TRELAGO PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned incorporator hereby acknowledges and adopts these Articles of Incorporation (these "Articles") for the purpose of forming a corporation not for profit under the laws of the State of Florida, Chapter 617, Florida Statutes.

ARTICLE 1
DEFINITIONS

Section 1. Master Declaration. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions and Grants of Easements for Trelago Property Owners Association, Inc., recorded or to be recorded by Declarant in the Public Records of Orange County, Florida, as amended and supplemented from time to time.

Section 2. Defined Terms. All capitalized terms used in these Articles that are not expressly defined in these Articles shall have the definitions and meanings assigned to those terms by the Master Declaration and the said definitions and meanings are hereby incorporated herein by this reference.

ARTICLE 2
NAME

The name of the corporation is TRELAGO PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation is sometimes referred to herein as the "Master Association."

ARTICLE 3
COMMENCEMENT, DURATION AND TERMINATION

The Master Association shall commence existence upon the filing of these Articles with the Florida Department of State. The corporation shall have perpetual existence. Prior to any termination, dissolution or liquidation of the Master Association, the control of, or right of access to, the property containing the Surface Water Management System Facilities that are the responsibility of the Master Association shall be conveyed or dedicated to an appropriate governmental unit or public utility and, if not accepted, then the control of, or right of access to, the said property and the Surface Water Management System Facilities located therein shall be conveyed to a non-profit corporation similar to the Master Association.

ARTICLE 4
PRINCIPAL OFFICE AND MAILING ADDRESS

The initial principal office and mailing address of the Master Association is 221 South Knowles Avenue, Winter Park, FL 32789. The Board may change the principal office and/or mailing address of the Master Association at any time and from time to time without amending these Articles.

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ARTICLE 5
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is 221 South Knowles Avenue, Winter Park, FL 32789, and the initial registered agent at that address is W.P. Battaglia. The Board may change the registered office and/or registered agent of the Master Association at any time and from time to time without amending these Articles.

ARTICLE 6
PURPOSE

The purpose for which the Master Association is organized is to carry out the duties imposed, and to exercise the powers conferred, on the Master Association pursuant to the Governing Documents.

ARTICLE 7
DIRECTORS

Section 1. Qualifications and Number. The property, business and affairs of the Master Association shall be managed by a board of directors consisting of the number of directors determined in the manner provided by the Bylaws.

Section 2. Election and 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.

ARTICLE 8
TRANSACTION IN WHICH DIRECTOR OR OFFICER IS INTERESTED

No contract or transaction between the Master Association and any director or officer, or between the Master Association and any Affiliate or other entity in which any director or officer of the Master Association serves as a director or officer, or has a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his, her or their votes are counted for such purpose. No director or officer of the Master Association shall incur liability by reason of the fact that he or she is, or may become, interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

ARTICLE 9
AMENDMENTS

Section 1. Members. Except as otherwise expressly required by law or these Articles, these Articles may be amended by the Members in accordance with this Section. The Members may amend any provision of these Articles by either one of the following methods: (a) by written agreement (the "Member Articles Amendment Agreement") setting forth the amendment and signed by the holders of at least two-thirds (2/3) of the votes in the Master Association (without regard to

class), or (b) by the casting of votes, in person or by proxy, by Members holding at least two-thirds (2/3) of the votes in the Master Association (without regard to class) in favor of a resolution (the "Member Articles Amendment Resolution") approving the amendment at a duly-convened annual or special meeting of the Members. An amendment by the Members may be proposed by Declarant (for so long as Declarant owns any of the Properties, by the Board, or by petition signed by the holders of at least ten percent (10%) of the votes in the Master Association.

Except as provided in the next sentence, each amendment made by the Members pursuant to this Section shall take effect upon the filing of the amendment with the Florida Department of State in accordance with Florida law and the recordation in the Public Records of the executed and acknowledged Member Articles Amendment Agreement (if the amendment was adopted by written agreement) or, in the alternative, a fully executed and acknowledged certificate signed by an officer of the Master Association certifying that the copy of the Member Articles Amendment Resolution attached thereto is a true and correct copy of the Member Articles Amendment Resolution duly adopted by the affirmative vote of Members holding at least two-thirds (2/3) of the votes in the Master Association at a duly-convened meeting of the Members (if the amendment was approved by vote). The foregoing is subject to the exception that, if the amendment expressly provides for a later effective date, the later effective date shall control.

Any provision of these Articles to the contrary notwithstanding, for so long as Declarant or any Affiliate of Declarant owns any of the Properties, no amendment may be made to any of the Governing Documents that may materially, adversely affect Declarant unless the amendment is first approved in writing by Declarant. Amendments that will be considered to materially, adversely affect Declarant include, but they are not limited to, any amendment that does any of the following: (a) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Members or Owners; (b) modifies the definitions provided for by Article 1 of the Master Declaration in a manner which alters Declarant's rights or status; (c) modifies or repeals any provision of Article 2 of the Master Declaration; (d) alters the nature or rights of membership as provided for by Article 3 of the Master Declaration; (e) alters or conflicts with any agreement between Declarant and any governmental or quasi-governmental authority or utility provider pertaining to any of the Properties; (f) interferes with Declarant's right to convey any Common Property to the Master Association; (g) modifies the basis or manner of assessment, or exemption from assessment, applicable to Declarant or any portion of the Properties owned by Declarant; or (h) alters or repeals any provision of the Governing Documents pertaining to Declarant's rights reserved under, or granted by, the Governing Documents, such as, but not limited to, the easements reserved to Declarant over, under and through the Common Property.

Notwithstanding anything to the contrary, no amendment to these Articles shall be effective unless consented to in writing by the Declarant, Apartment Parcel Owner and the Retail Parcel 2 Owner, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 2. Declarant. Except as otherwise provided in the next sentence or as limited by Section 3 of this Article, until the Turnover Date, Declarant may unilaterally amend these Articles for any purpose, including, but not limited to, satisfying the requirements of any of the following: (a) any applicable governmental statute, rule, regulation or judicial determination; (b) any local, state, or federal governmental agency; (c) any title insurance company proposing to issue title insurance coverage on any of the Properties; and (d) any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Federal Department of Housing and

Urban Development or Veteran's Administration, proposing to make, purchase, insure, or guarantee any mortgage loan on any of the Properties. Except as otherwise expressly provided to the contrary in Section 3 of this Article, no amendment by Declarant pursuant to this Section 2 shall require any approval, consent or joinder by the Master Association, any Member, any Owner or the holder of any mortgage or other lien upon any of the Properties.

Except as provided in the next sentence, each amendment made by Declarant pursuant to this Section 2 shall take effect on the date a written instrument setting forth the amendment to these Articles and executed and acknowledged by Declarant and any Member, Owner or mortgage holder whose joinder is expressly required by this Section 2, if any, is recorded in the Public Records. If the amendment expressly provides for a later effective date, the later effective date shall control.

Section 3. Limitations. The provisions of Sections 1 and 2 of this Article 9 are subject to the limitation that an amendment to these Articles by the Members or Declarant may not materially and adversely alter the proportionate voting interest of any Member or increase the proportion or percentage by which any Member or Owner shares in the Common Expense of the Master Association beyond any such alteration or increase that is expressly permitted by the Master Declaration unless the adversely affected Member or Owner, as the case may be, and all record owners of first mortgage liens on the adversely affected Owner's Unit, if any, consent in writing to the amendment. These Articles may not be amended or interpreted so as to conflict with the Master Declaration.

Section 4. Reliance. Each Member Articles Amendment Agreement, each certified copy of a Member Articles Amendment Resolution, and each amendment by Declarant recorded in the Public Records shall be binding upon, and conclusive in favor of, all persons and entities having any interest in the Properties and no such person or entity shall have any duty or obligation to inquire regarding any fact or circumstance pertaining to adoption of the amendment described therein.

Section 5. Surface Water Management System Facilities. Any provision of this Article 9 to the contrary notwithstanding, no amendment to these Articles that would affect the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities may be made without the prior written approval of the District.

ARTICLE 10

INCONSISTENCY AND SEVERABILITY

In the event of any inconsistency between the Master Declaration and these Articles, the Master Declaration shall control. These Articles shall be effective to the fullest extent permitted by law. The invalidation of any provision of these Articles shall not affect or modify any other provision and all other provisions shall remain in full force and effect. If any provision of these Articles, or the application thereof to any person or circumstance, shall for any reason and to any extent be determined or held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of these Articles and the application of such provision to any other persons or circumstances as to which it is legal, valid and enforceable, if any, shall not be affected thereby and it shall be enforced to the maximum extent possible. To the extent reasonable under the circumstances, a provision that is as close as possible to the operation and effect of any illegal, invalid or unenforceable provision stricken from these Articles due to such determination or holding, but which is not illegal, invalid or unenforceable, shall be inserted in lieu of any provision of these

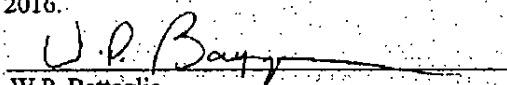
Articles that is determined or held by a court to be illegal, invalid or unenforceable. The provisions of this Section shall also apply to any amendment of these Articles.

ARTICLE 11
INCORPORATOR

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

W.P. Battaglia
221 South Knowles Avenue
Winter Park, FL 32789

IN WITNESS WHEREOF, the undersigned sole incorporator of this corporation has executed these Articles on this 31st day of August, 2016.


W.P. Battaglia

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 31st day of August, 2016 by W.P. Battaglia, who is personally known to me.

Notary Stamp:




Notary Public
State of Florida

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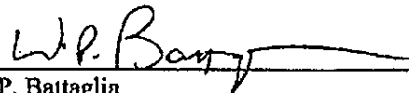
**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

TRELAGO PROPERTY OWNERS ASSOCIATION, INC., desires to organize as a corporation under the laws of the State of Florida, with its initial registered office at 221 South Knowles Avenue, Winter Park, FL 32789, and has named as its agent to accept service of process within this state W.P. Battaglia.

ACKNOWLEDGMENT:

Having been named to accept service of process for the corporation named above, at the place designated in this Certificate, I hereby accept appointment as registered agent, agree to act in this capacity, and agree to comply with the provisions of said statutes relative to keeping open said office. I acknowledge that I am familiar with the obligations of a registered agent under Florida law.

Registered Agent:



W.P. Battaglia

Dated: August 31, 2016

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