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HPC Owners' Association, Inc.

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**ARTICLES OF INCORPORATION
HPC OWNERS' ASSOCIATION, INC.**

(A Florida Corporation Not-for-Profit)

We the undersigned, being natural persons competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, adopt, subscribe and acknowledge the following Articles of Incorporation (as the same may be amended or otherwise modified from time to time, the "*Articles*"):

ARTICLE 1. NAME AND DESIGNATED OFFICE ADDRESS

The name of the corporation shall be "HPC Owners' Association, Inc." (the "*Trust Association*"). The physical and mailing address of the initial designated office of the Trust Association is 140 Fountain Parkway, Suite 570 St. Petersburg, Florida 33716.

ARTICLE 2. DEFINITIONS

All terms used in these Articles have the same meaning as defined in that certain HPC Club Trust Agreement (the "*Trust Agreement*") with an effective date of June 15, 2017, by and among Chicago Title Timeshare Land Trust Inc., a Florida corporation ("*Trustee*") as Trustee of HPC Trust, whose address is 2400 Maitland Center Parkway, Suite 110, Maitland, Florida 32751; HPC Developer, LLC, a Delaware limited liability company, whose address is 9002 San Marco Court, Orlando, FL 32819, Attention: Document Administration Department ("*Trust Developer*"); and Trust Association, as the same may be amended or otherwise modified from time to time, unless these Articles specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 3. TERM OF EXISTENCE

Corporate existence shall commence with the filing of these Articles with the Secretary of State of the State of Florida. The Trust Association shall exist in perpetuity until such time as the Trust Association is dissolved in accordance Chapter 617, *Florida Statutes*, and such dissolution is filed with the Secretary of State of the State of Florida.

ARTICLE 4. PURPOSE

The Trust Association is a not-for-profit corporation, organized and existing under the laws of the State of Florida. The Trust Association is the sole beneficiary with respect to Activated Trust Property. Pursuant to the terms of the Trust Agreement, when Activated the Accommodations are subjected to the Vacation Ownership Plan. The Trust Association is the entity responsible for managing and operating the Vacation Ownership Plan, the Trust Property that is Activated and the Trust Association Property as well as the entity responsible for managing and operating the affairs of the Trust Association and its Owners.

ARTICLE 5. POWERS

The Trust Association shall have all common law and statutory powers permitted a corporation not-for-profit under Florida law that are not in conflict with these Articles, together with such additional specific powers as are contained in the Vacation Ownership Documents, and all of the power reasonably necessary to implement the purposes of the Trust Association. The Trust Association shall have the power to manage and operate Trust Property that is Activated and the Vacation Ownership Plan.

ARTICLE 6. QUALIFICATION OF OWNERS, THE MANNER OF THEIR ADMISSION, AND VOTING

6.1 Upon the establishment of the Trust and the contribution of any Property to the Trust that has been Activated, Trust Developer shall hold all ownership interests in the Trust Association and shall be the Class B Owner (as further described in the Bylaws). From time to time Trust Developer may transfer Class A ownership interests in the Trust Association to Owners and such Owners shall become Class A Owners (as further described in the Bylaws). Each Owner of the Trust Association, with the exception of the Trust Developer, shall be a Class A Owner of the Trust Association.

6.2 Ownership of a Vacation Ownership Interest shall be a prerequisite to exercising any rights as an Owner of the Trust Association. Ownership may be held by one or more individuals or by a corporation, partnership, trust or any other appropriate legal entity with the power to hold title to a Vacation Ownership Interest. As described in Section 6.1, the Trust Association consists of the Class B Owner, which is the Trust Developer, and the Class A Owners, which are all the Owners of the Trust Association other than the Trust Developer.

6.3 A given Owner's ownership shall terminate upon the termination of the Trust or upon transfer of ownership of all Vacation Ownership Interests owned by an Owner, provided that such transfer is permitted under the provisions of the Trust Documents.

6.4 Each Class A Owner shall have a minimum of one (1) Vacation Ownership Interest and shall have one (1) vote per Ownership Point appurtenant to each Vacation Ownership Interest owned by such Class A Owner as set forth in the Bylaws; provided, however that each Biennial Vacation Ownership Interest shall have one-half (0.5) of one vote per Ownership Point appurtenant to each Biennial Vacation Ownership Interest owned by such Class A Owner as set forth in the Bylaws. Until the Class B Control Period Termination Event, the Class B Owner shall have two (2) votes per Ownership Point appurtenant to Class B Owner's Vacation Ownership Interest. Upon the Class B Control Period Termination Event, the Class B Owner shall have (1) vote for each Ownership Point owned by the Class B Owner.

6.5 Each Owner's share in the funds and assets of the Trust or the Trust Association is an appurtenance to his or her Vacation Ownership Interest and cannot be assigned, hypothecated, or transferred in any manner except together with the transfer of title to the Vacation Ownership Interest.

ARTICLE 7. LIABILITY OF OWNERS

Except for each Owner's obligations to pay Assessments and any other obligations established by the Trust Association Documents, no officer, member of the Trust Board or Owner shall be personally liable for any debt or other obligation of the Trust Association.

ARTICLE 8. INCORPORATORS

The name and physical address of the Incorporator of the Trust Association are as follows (the "Incorporator"):

Name: Victoria J. Kincke
c/o S.O.I. Acquisition Corp.
6262 Sunset Drive
Miami, FL 33143

ARTICLE 9. BOARD OF DIRECTORS

The affairs of the Trust Association shall be managed and conducted by the Trust Board. The number, terms of office and provisions regarding election, removal and filling of vacancies on the Trust Board shall be as set forth in the Bylaws.

ARTICLE 10. OFFICERS

The officers of the Trust Association shall consist of a President, a Vice President, a Secretary/Treasurer, or such other officers as the Trust Board may from time to time deem appropriate. The officers of the Trust Association shall be elected at the initial Trust Board meeting and at each annual meeting of the Trust Board, and shall hold office at the pleasure of the Trust Board. Any officer may be removed at any meeting of the Trust Board by the affirmative vote of a majority of the members of the Trust Board, with or without cause, and any vacancy in any office may be filled by the Board.

ARTICLE 11. BYLAWS

The Bylaws are to be made or approved by the initial Trust Board and thereafter may be amended, altered, modified or rescinded as set forth in the Bylaws and as permitted by law.

ARTICLE 12. DECLARATION OF VACATION OWNERSHIP PLAN

The Declaration of Vacation Ownership Plan is to be made or approved by the initial Trust Board and consented to by the Trust Developer and thereafter may be amended, altered, modified or rescinded as set forth in the Bylaws and as permitted by law.

ARTICLE 13. AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

(a) 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.

(b) Until the expiration of the Class B Control Period, proposal of an amendment and approval of an amendment shall require the affirmative action of a majority of the entire membership of the Trust Board, and no meeting of the Owners of the Trust Association nor any approval by the ownership is required, unless such meeting or approval is required by the Trust Agreement, Chapter 617, *Florida Statutes*, or Chapter 721, *Florida Statutes*.

(c) After the expiration of the Class B Control Period, a resolution approving a proposed amendment may be proposed by either the Trust Board or by twenty-five percent (25%) of votes attributable to the Class A Owners, and after being proposed and approved by one of such bodies, requires the approval of the other body. Such approvals must be by at least a majority of all the members of the Trust Board, a majority vote of all of the votes attributable to the Class A Owners, and with the written consent of the Class B Owner. Any number of amendments may be submitted to the Class B Owner and Class A Owners and voted upon by the Class A Owners and consented to by the Class B Owners at one meeting. Any number of amendments may be submitted and voted upon at one meeting.

(d) An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida.

(e) The Trust Developer shall have the right to unilaterally amend these Articles as it may deem appropriate in its sole discretion; as may be required by any lending institution, title insurance company, or public body; as may be necessary to conform these Articles to the requirements of law; to facilitate the operation and management of the Accommodations or Vacation Ownership Plan; or to facilitate the sale of Vacation Ownership Interests or timeshare interests. Any amendments to these Articles that may be unilaterally made by Trust

Developer shall become effective on filing of an instrument executed solely by Trust Developer, setting forth the text of such amendment in full, together with the appropriate recording data of these Articles.

13.2 Notwithstanding anything in these Articles to the contrary, no amendment shall make any change in the qualifications for ownership without approval in writing of all of the Owners and the consent of all record-holders of mortgages on any Vacation Ownership Interest or on Trust Property. No amendment shall be made that is in conflict with Section 689.071, *Florida Statutes*; Chapter 721, *Florida Statutes*, or the Trust Agreement. No amendment which affects the rights and privileges provided to the Trust Developer in the Vacation Ownership Documents, as determined by the Trust Developer in its sole discretion, shall be effective without the written consent of the Trust Developer.

ARTICLE 14. ADDITIONAL PROVISIONS

14.1 The Trust Association shall not be operated for profit. No dividend or other distribution shall be paid, and no part of the income of the Trust Association shall be distributed to its Owners, members of the Trust Board or officers. The Trust Association may pay compensation in a reasonable amount to its Owners, members of the Trust Board or officers for services rendered, and may confer benefits upon its Owners as permitted by law. No such payment, benefit or distribution or distribution of insurance proceeds or condemnation awards as set forth in the Bylaws shall be deemed to be a dividend or distribution of income.

14.2 Any assessments or fees, including the Assessments (as defined in the Bylaws), collected by the Trust Association, or by any managing entity acting on behalf of the Trust Association, are held for the benefit of the Owners of the Trust Association and shall not be considered income of the Trust Association.

14.3 Where the context of these Articles permits, the use of plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

14.4 Should any paragraph, sentence, phrase or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations promulgated under the Trust Agreement or Bylaws be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts thereof or of the remaining instruments or the application of such provisions to different circumstances.

14.5 To the extent permitted by applicable law, the Trust Association shall indemnify every member of the Trust Board and every officer of the Trust Association, together with his/her heirs, executors and administrators, against all claims, demands, liabilities, obligations, loss, cost and expense, including attorneys' fees, reasonably incurred by or imposed upon him/her in connection with any action, suit or proceeding to which he/she may be made a party or in which he/she may become involved by reason of his/her being or having been a member of the Trust Board or officer of the Trust Association, except as to matters wherein the member of the Trust Board or officer shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct in the performance of his/her duties; provided, that in the event of a settlement this indemnification shall apply only when the Trust Board has approved such settlement and reimbursement as being in the best interests of the Trust Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such member of the Trust Board or officer may be entitled.

ARTICLE 15. REGISTERED AGENT

The Trust Association hereby appoints Corporate Creations Network, Inc., as its registered agent to accept service of process within this state. The name and physical address of the initial registered agent for the service of process upon the Trust Association is:

Corporate Creations Network, Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens, FL 33410

IN WITNESS WHEREOF the incorporator has hereto affixed the incorporator's signature this
15TH day of June, 2017.


Printed Name: Victoria J. Kincke

ACCEPTANCE OF REGISTERED AGENT

Having been designated as registered agent to accept service of process for HPC Owners' Association, Inc. within the State of Florida, I accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

Corporate Creations Network, Inc.

By: 

Printed Name: Kristen Espinoles

As its: Special Secretary