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Division of Corporations

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Castaway Ranch Sporting Club Association, Inc.

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**ARTICLES OF INCORPORATION
FOR
CASTAWAY RANCH SPORTING CLUB
ASSOCIATION, INC.**

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

**ARTICLE I
NAME**

The name of the corporation shall be **CASTAWAY RANCH SPORTING CLUB ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE II
OFFICE**

The principal office and mailing address of the Association shall be at 1450 Centrepark Blvd., Suite 100, West Palm Beach, FL 33401, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act and the By-Laws.

**ARTICLE III
DEFINITIONS**

3.1 The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires. All of the definitions set forth in the Declaration are hereby incorporated herein by this reference.

**ARTICLE IV
PURPOSE**

4.1 The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for Castaway Ranch Sporting Club, recorded (or to be recorded) in the Public Records of Okeechobee County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association shall be to serve as a homeowners association under Part I, Chapter 720, Florida Statutes, and to preserve the values and amenities in Community and to maintain the Common Areas thereof for the benefit of the Members of the Association.

4.2 The Association is organized not for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

**ARTICLE V
POWERS**

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the By-Laws. The Association shall also have all of the powers necessary to implement

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the objects and purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of its membership.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties set forth in the Declaration and all of the powers and duties reasonably necessary to operate the Association and the Community pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Common Areas and other property acquired or leased by the Association, in accordance with the provisions of the Declaration.
- (d) To purchase insurance upon the Common Areas and insurance for the protection of the Association, its officers, Directors and Owners.
- (e) To make and amend reasonable Rules for the maintenance, conservation and use of the Community and for the health, comfort, safety and welfare of the Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules.
- (h) To contract for the management of the Association and maintenance of the Common Areas and to authorize a management agent (which may be an affiliate of the Declarant) 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 Common Areas with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Common Areas.
- (j) To operate and maintain and manage the Surface Water Management System in a manner consistent with the St. Johns River Water Management District (the "District" or "SJRWMD") permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration as related to the Surface Water Management System.
- (k) To levy and collect adequate Assessments against the members of the Association for the costs of maintenance and operation of the Surface Water Management System.

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- (l) To assume all of Declarant's and its affiliates' responsibilities to the State of Florida, the District, and/or Okeechobee County (the "County"), and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas (including, without limitation, any and all obligations imposed by any permits or approvals issued by the State of Florida, the District, and/or the County, as same may be amended, modified or interpreted from time to time) and indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.
- (m) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Lot, and each mortgagee of an Owner by acceptance of a mortgage lien on said Lot, appoints and designates the President of the Association as such Owner's and mortgagee's agent and attorney-in-fact to execute any and all such documents or consents.
- (n) To file in a court of competent jurisdiction, legal actions to enforce its rights as well as to be sued.
- (o) To require all Owners of Lots or to be Members of the Association.
- (p) All other powers given to an association pursuant to Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes.

5.3 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 Declaration, these Articles and the By-Laws.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by these Articles and the Florida Not For Profit Corporation Act.

5.5 Limitation. Notwithstanding anything contained in the Declaration, the By-Laws or these Articles to the contrary, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and By-Laws.

**ARTICLE VI
MEMBERS**

6.1 Membership. The "Members" of the Association shall consist of the Declarant and all persons or entities who are, from time to time, record Owners of a fee interest in any Lot. Notwithstanding anything else to the contrary, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

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6.2 Membership Appurtenant/Assignment. The membership in the Association shall be appurtenant to and run with ownership of each Lot in the Community. Upon acquisition of a Lot within the Community, the Lot Owner shall automatically become a Member of the Association, and upon the sale of a Lot in the Community, the membership appurtenant to said Lot shall automatically pass to the subsequent grantee of title to the Lot. 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 the Lot for which that share is held.

6.3 Voting. The Association shall have two (2) classes of voting membership:

Class A Members. Class A Members shall be all Owners with the exception of the Class B Member (as long as the Class B Membership shall exist, and thereafter, the Class B Member shall be a Class A Member to the extent it would otherwise qualify). Notwithstanding anything to contrary in any of the Governing Documents, and no matter how many Owners own a Lot, Class A Members shall have a total of only one (1) vote per Lot. The method of determining how that single vote is cast for a Lot owned by co-Owners is set forth in the By-Laws.

Class B Member. The Class B Member shall be the Declarant, its successors or assigns. The Class B Member shall have one (1) vote for each Lot it owns in all Association matters, plus five (5) votes for each vote which may be cast, in the aggregate at any time and from time to time, by the Class A Members. The Class B membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth in Section 6.5 below. After the Class B membership has terminated, the Declarant shall be a Class A Member with respect to any Lots owned by it.

All votes shall be exercised or cast in the manner provided herein and by the Declaration and By-Laws.

6.4 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if twenty-five percent (25%) of the voting interests shall be present at the meeting.

6.5 Proviso/Turnover. Unless the Class B Member elects to terminate the Class B Membership sooner, the Class B Membership shall cease and terminate upon the earlier of the following events to occur: (a) three (3) months after ninety percent (90%) of the Lots that will be operated ultimately by the Association have been conveyed by Declarant to purchasers (other than purchasers who are builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale); (b) such other percentage of the Lots has been conveyed to Members or such other date or event has occurred, as is set forth in the Declaration, these Articles, or the By-Laws in order to comply with the requirements of any governmentally chartered entity with regard to mortgage financing of Lots; (c) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Declaration (and there is a rebuttable presumption that the Declarant has abandoned and deserted the property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308, Florida Statutes for a period of two years); (d) upon Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code; (e) upon Declarant losing title to the all of the Property it then owns through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant's rights and responsibilities first arising after the date of such assignment; or (f) upon a receiver for the Declarant being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its Members. The Declarant is entitled (but not obligated) to designate at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business five percent (5%) of the Lots that will be operated ultimately by the Association.

The Declarant may transfer control of the Association to Owners other than the Declarant prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association.

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Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

Members other than Declarant shall be entitled to elect at least one member of the Board of Directors (and whether to allow Members other than Declarant to elect more than one (1) Director at such time shall be subject to Declarant's sole discretion) when fifty percent (50%) of the Lots that will be operated ultimately by the Association have been conveyed by Declarant to purchasers (other than purchasers who are builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale).

6.6 General Matters. When reference is made herein, or in the Declaration, By-Laws, Rules, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the voting interests of Lots (meaning one (1) vote per Lot) at a duly constituted meeting thereof, and not of the Members themselves.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Enrique A. Tomeu	1450 Centrepark Blvd. Suite 100 West Palm Beach, FL 33401

ARTICLE VIII
TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 12 of the ERP Permit Applicant's Handbook Volume I, and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

ARTICLE IX
OFFICERS

9.1 The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. Officers need not be Members of the Association.

9.2 The names and addresses of the initial officers of the Association, who shall hold office until the first annual meeting of Directors and thereafter until successors are duly elected and have taken office, shall be as follows:

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President:

Robert D. Camerlinck

1090 Jupiter Park Drive
Suite 101
Jupiter, FL 33458

Vice President:

William T. Phillips, Jr.

10201 Parkside Drive
Suite 300
Knoxville, TN 37922

Secretary/Treasurer

Enrique A. Tomeu

1450 Centrepark Blvd.
Suite 100
West Palm Beach, FL 33401

ARTICLE X
DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of three (3) persons appointed by the Declarant for so long as the Class B Membership exists; provided, however, Members other than Declarant shall be entitled to elect at least one member of the Board of Directors (and whether to allow Members other than Declarant to elect more than one (1) Director at such time shall be subject to Declarant's sole discretion) when fifty percent (50%) of the Lots that will be operated ultimately by the Association have been conveyed by Declarant to purchasers (other than purchasers who are builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale). At such time as the Class B Membership expires, the Board shall consist of five (5) persons. A majority of the Directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of Directors. Directors need not be Members of the Association.

10.2 Duties and Powers. All of the duties and powers of the Association existing under applicable law, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors and the officers, and the Association agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.

10.3 Appointment/Election of Members of Board of Directors. From and after the time that the Class B Membership expires, Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws. Directors appointed by Declarant need not be Members of the Association.

10.5 Term/Removal. Directors elected by the Owners shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected. Directors may resign or be removed, and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

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10.6 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert D. Camertinck	1090 Jupiter Park Drive Suite 101 Jupiter, FL 33458
William T. Phillips, Jr.	10201 Parkside Drive Suite 300 Knoxville, TN 37922
Enrique A. Tomeu	1450 Centrepark Blvd. Suite 100 West Palm Beach, FL 33401

10.7 Standards. A Director shall discharge his 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 duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member 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 performed the duties of his office in compliance with the foregoing standards.

ARTICLE XI INDEMNIFICATION PROVISIONS

11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a Director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he 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 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 reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, 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 reasonably believed to be in, or not opposed to, the best interests of the Association, except that no

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Indemnification shall be made under this Section 11.2 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, 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 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, employee, or agent is proper under the circumstances because he 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 or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - (i) selected by the Board of Directors prescribed in paragraph (a) or the Committee prescribed in paragraph (b); or
 - (ii) if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the 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 Section 11.4 shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or Director 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 is ultimately found not to be entitled to indemnification by the Association pursuant to this Article XI. Expenses incurred by other 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 XI are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, officers, employees, or agents, under any By-Law, agreement, vote of

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shareholders or disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. 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 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 conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the Director, officer, 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 XI shall continue, unless otherwise provided when authorized or ratified, to a person who has ceased to be a Director, officer, 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 an Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a Director, officer, 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 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, 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, 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, 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, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, 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 or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and,

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with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.10 Definitions. For purposes of this Article XI, the term "expenses" shall be deemed to include reasonable 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, 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, employee or agent of the Association that imposes duties on such persons.

11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article XI shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

**ARTICLE XII
BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

**ARTICLE XIII
AMENDMENTS**

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

13.1 Amendments. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote or written consent or any combination thereof by a majority of the voting interests of the Members), all in the manner provided, and in accordance with the notice provisions set forth in the By-Laws.

13.2 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered (or in any solicitation for written consent of the Members) and shall be otherwise given in the time and manner provided in the By-Laws. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Okeechobee County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

13.5 Proviso. No amendment to these Articles may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Lots without the consent of said Declarant or mortgagees in each instance. No amendment shall be made that is in conflict with applicable law or the Declaration.

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13.6 Priorities: In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

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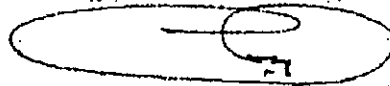
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INITIAL REGISTERED OFFICE;

ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 1450 Centrepark Blvd., Suite 100, West Palm Beach, FL 33401 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Christopher B. Cortez, having an address of 1450 Centrepark Blvd., Suite 100, West Palm Beach, FL 33401.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature as of the 19th day of March, 2018.



Enrique A. Tomau, Incorporator

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Okeechobee, State of Florida, the Association named in the said articles has named Christopher B. Cortez, located at 1450 Centrepark Blvd., Suite 100, West Palm Beach, Florida 33401, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Registered Agent

By: 

Name: Christopher B. Cortez, Registered Agent

Dated this 19th day of March 2018.

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