

11/13/2018

NIB 000011991

Florida Department of State

Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H180003260413)))



H180003260413ABCZ

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page.
Doing so will generate another cover sheet.**

To:

Division of Corporations
Fax Number : (850)617-6381

From:

Account Name : G.L. HOMES
Account Number : I20060000023
Phone : (954)753-1730
Fax Number : (954)575-5295

****Enter the email address for this business entity to be used for future
annual report mailings. Enter only one email address please.****

Email Address: Steve.Helfman@glhomes.com

Printed
11/13/2018

FLORIDA PROFIT/NON PROFIT CORPORATION RIVERLAND COMMUNITY ASSOCIATION, INC.

Certificate of Status	1
Certified Copy	1
Page Count	10
Estimated Charge	\$87.50

N. SAMS

NOV 14 2018

Electronic Filing Menu

Corporate Filing Menu

Help

((H180003260413))

ARTICLES OF INCORPORATION
OF
RIVERLAND COMMUNITY ASSOCIATION, INC.
(a corporation not-for-profit organized under the laws of the State of Florida)

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME; PRINCIPAL ADDRESS

The name of the corporation shall be **RIVERLAND COMMUNITY ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Community Association"). The initial principal address of the Community Association shall be 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or such other address as may be designated from time to time by the Board of Directors.

ARTICLE II
DEFINITIONS

All initial capitalized terms used in these Articles but not defined herein shall have the meanings given to such terms in the Declaration of Community Covenants for Riverland recorded (or to be recorded) in the Public Records of St. Lucie County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"), which are incorporated herein by this reference.

ARTICLE III
PURPOSES AND POWERS

The objects and purposes of the Community Association are those objects and purposes as are authorized by the Declaration and the HOA Act. The further objects and purposes of the Community Association are: (i) to take title to (where appropriate), administer, operate, maintain, finance, repair, replace, manage and lease the Common Areas (including the Surface Water Management System) in accordance with the terms of, and purposes set forth in, the Governing Documents, and (ii) to carry out and perform the Community Associations' duties and obligations under the Governing Documents (including enforcing the provisions thereof). The Community Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member, Owner or other individual person, firm or entity.

Without limiting the generality of the foregoing, the Community Association shall have the following powers and shall be governed by the following provisions:

A. The Community Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the Governing Documents.

B. The Community Association shall have all of the powers granted to the Community Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Community Association are incorporated into these Articles.

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

((H180003260413))

((H18000326041 3)))

1. To perform any act required or contemplated by it under the Governing Documents.
2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Community including, without limitation, the Common Areas.
3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Community Association.
4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Common Areas in accordance with the Governing Documents.
5. To enforce by legal means the obligations of the Members and Owners, and the provisions of the Governing Documents.
6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Common Areas and to enter into any other agreements consistent with the purposes of the Community Association, including, but not limited to, agreements with respect to professional management of the Common Areas and to delegate to such professional manager certain powers and duties of the Community Association. Prior to the Turnover Date (as hereinafter defined), the President of the Board shall have the inherent authority to enter into contracts and agreements on behalf of the Community Association without a meeting of the Directors, so long as the monetary amounts to be paid by the Community Association pursuant to the contracts and agreements do not exceed the amounts therefor as set forth in the then-adopted Budget of the Community Association, as amended from time to time.
7. To operate, maintain and manage the Surface Water Management System in a manner consistent with the requirements of the Water Management District Permit and applicable rules and requirements of the Water Management District; to assist in the enforcement of the Declaration's provisions relating to the Water Management System; and to levy and collect adequate assessments against Members of the Community Association for the costs of maintenance and operation of the Water Management System.
8. To enter into the Declaration and any amendments thereto and instruments referred to therein.
9. To assign and/or delegate any right, duty or obligation of the Community Association as it deems necessary including, without limitation, assignments and delegations to a management company and/or one or more Neighborhood Associations.
10. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Community Association mandate to keep and maintain the Community in a proper and aesthetically pleasing condition and to provide the Members and Owners with services, amenities, controls, rules and regulations, and enforcement which will enhance the quality of life in the Community.
11. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Common Areas in accordance with the Declaration and, as security for any such loan, to collaterally assign the Community Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan and to provide such other collateral as may be necessary to obtain such financing.

((H18000326041 3)))

Notwithstanding anything to the contrary, there are hereby excluded from the powers and authority of the Association the right or ability, in its own name or on behalf of some or all Members and/or Owners, to take action against, to object to and/or refuse to consent to, any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to the Community (including, without limitation, comprehensive plan changes, land use changes, rezoning requests, development orders and approvals, construction plans or permitting and/or other matters relating to the development or redevelopment of any property in the Community), regardless of its proximity to any other property in the Community or its actual or estimated impact thereon. This provision shall likewise prohibit the Association from paying, providing or contributing any funds to any business entity, organization or person for the aforesaid purposes.

ARTICLE IV **MEMBERS AND VOTING**

Section 1. **Membership; No Transfers of Membership.** Until such time as the first deed of conveyance of a Property Unit to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Declarant. In that regard, until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership. After the First Conveyance, each Neighborhood Association (representing the Owners of Lots subject to such Neighborhood Association's Governing Documents) and the Declarant shall be the Members of the Community Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Thereafter, all subsequent Neighborhood Associations in the Community and Owners of Commercial Parcels in the Community, if any, shall also be Members of the Community Association. No Owner of a Lot or Home shall be a Member. Rather, each Neighborhood Association shall be a Member which shall serve in a representative capacity for all Owners who are members of such Neighborhood Association.

No Member may assign, hypothecate or transfer in any manner such Member's membership in the Community Association except only for Members who are not Neighborhood Associations, which Members may only assign, hypothecate or transfer their membership as an appurtenance to such Member's Property Unit.

Section 2. **Voting Rights.** The Community Association shall initially have two (2) classes of voting membership:

Class A. Class A Members shall be all Members, with the exception of Declarant while Declarant is the Class B Member. Class A Members consisting of Neighborhood Associations shall be entitled to one (1) vote for each Lot subject to the Neighborhood Governing Documents it administers (a "Voting Interest").

Class B. The Class B Members shall be the Declarant. The Class B Member shall be entitled Voting Interests equal to three times the total number of Voting Interests of the Class A Members (and any other classes hereafter added by Declarant), plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the Total Developed Units (as defined in Article VI, Section 3 below) to Owners, as evidenced by the recording of instruments of conveyance of such Total Developed Units amongst the Public Records of the County;

((H18000326041 3)))

((H18000326041 3)))

- (ii) At such time as Declarant shall designate in writing to the Community Association; or
- (iii) Under the other circumstances provided for in the HOA Act.

Declarant has, and hereby reserves, the right to create additional classes of memberships to reflect the addition of new types/uses of Property Units (such as, but not limited to, condominium, rental apartments, commercial, office, industrial or institutional) to the Community as provided in Article II, Section 1 of the Declaration.

Section 3. Neighborhood Voting Representative. Due to the number of Lots which may be developed in the Community, a representative form of voting shall be employed in order to facilitate: the business and affairs of the Community Association; communication with and among the Board, the Owners and Declarant; and the smooth administration of the Community over all Neighborhoods. In that regard, the President of each Neighborhood Association shall be designated as the "Voting Representative" for such Neighborhood Association. The Voting Representative shall be responsible for casting all votes attributable to the Neighborhood Association on all Community Association matters requiring a membership vote. In the event that a President is unable or unwilling to participate in any matter requiring a vote of the membership, the Vice President of the Neighborhood Association shall act as the alternative Voting Representative for such matter. Neighborhood Voting Representatives are subordinate to the Board, and their responsibility and authority only applies to voting on behalf of the Neighborhood Association and not to any policymaking, supervising, or otherwise being involved in governing the Community Association beyond voting on matters put to a vote of the Members. The votes of a Voting Representative shall be non-divisible (i.e., they shall be voted as a single block of votes for or against any proposition being voted on or in an election of Directors).

Section 4. Meetings of Members; Quorum. The Bylaws of the Community Association shall provide for: (a) an annual meeting of Members, and (b) the quorum requirements for the transaction of business at any meeting of the Members, and the Bylaws may make provisions 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 Members holding at least thirty percent (30%) of the Total Voting Interests shall be present or represented by proxy at the meeting.

Section 5. General Matters. When reference is made herein, or in the Declaration, Bylaws, Rules or otherwise, to a vote of Members, such reference shall be deemed to be reference to the Total Voting Interests represented by the Voting Representatives present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not a majority or specific percentage of the Members or Voting Representatives themselves, unless a different method of calculation is specifically provided for in the applicable Governing Document provision or the HOA Act.

ARTICLE V CORPORATE EXISTENCE

The Community Association shall commence its existence with the filing of these Articles of Incorporation with the Florida Secretary of State and shall have perpetual existence. In the event of dissolution of the Community Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Community Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the

((H18000326041 3)))

dissolved Community Association and its properties in the place and stead of the dissolved Community Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Community Association and its properties.

In the event of the Community Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which complies with Section 62-330.310, F.A.C. and is approved by the Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE VI BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Community Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine (except for the First Board which shall not exceed seven (7) as provided in Section 2 below). The Board shall determine the number of Directors to comprise the Board prior to each meeting at which Directors are to be elected. A majority of the Directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting. Except for Declarant-appointed Directors, Directors must be Owners or the parents, children or spouses of Owners; provided, however if a Property Unit is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any of its constituent entities on its behalf to be eligible to serve on the Board and/or as an Officer. Each Director shall have only one (1) vote.

Section 2. First Board. The number of Directors on the first Board of Directors of the Community Association ("First Board") shall be three (3) and shall be increased to four (4), or such greater odd number of not more than seven (7) as determined in the sole discretion of the Declarant, upon the election of one (1) "Non-Declarant Director" (as hereinafter defined) to the Board in accordance with Section 720.307(2) of the HOA Act. The names and addresses of the initial persons who are to serve on the First Board are as follows:

<u>Name</u>	<u>Address</u>
Ryan Courson	1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323
Marcie DePlaza	1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323
N. Maria Menendez	1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

Section 3. Non-Declarant Director. In accordance with Section 720.307(2) of the HOA Act, the Members other than Declarant shall be entitled to elect one member of the Board from the Owners other than Declarant ("Non-Declarant Director") after fifty percent (50%) of the Total Developed Units have been conveyed to Owners. The election of such one (1) Non-Declarant Director to the Board shall occur at the next annual meeting of the Members following such conveyance. For purposes of these

((H18000326041 3)))

Articles, "Total Developed Units" shall mean all Property Units permitted to be developed under and pursuant to the Development Order.

Section 4. Initial Election Meeting. Upon the Turnover Date, the Members other than Declarant shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting. The Initial Election Meeting shall be called by the Community Association, through the Board, within sixty (60) days after the Turnover Date. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Members (other than Declarant) and the remaining number of Directors to be designated by Declarant. At the Initial Election Meeting, Members other than Declarant shall elect a majority of the Directors, and Declarant, until the Declarant's Resignation Event (as hereinafter defined), shall be entitled to designate the remaining Directors on the Board (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

Section 5. Subsequent Elections. The Board shall continue to be so designated and elected as provided in Section 4 above, at each subsequent Annual Members' Meeting (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Member-elected Director is removed in the manner hereinafter provided.

Section 6. Election of Members of Board of Directors. Except as otherwise provided herein and except for the First Board and their Declarant-appointed replacements, directors shall be elected by a plurality of the Voting Interests held by Members and represented at the annual meeting of the membership as provided in the Bylaws, and the Bylaws may provide for the method of voting in the election and for removal from office of directors.

Section 7. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 8. Removal of Directors. A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or agreement in writing of Members holding a majority of the Total Voting Interests for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of Member(s) holding at least ten percent (10%) of the Total Voting Interests. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act. Notwithstanding the foregoing, Declarant shall not vote or consent with respect to removal of any Director elected by Members other than Declarant.

Section 9. Vacancies. If a director elected by the Members other than Declarant shall cease to be a director for any reason other than removal pursuant to Section 9 above, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

Section 10. Declarant's Resignation Event. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

(a) When Declarant and the Landowners no longer hold for sale in the

((H18000326041 3)))

((H18000326041 3)))

ordinary course of business at least five percent (5%) of the Total Developed Units and all Property Units sold have been conveyed to Owners as evidenced by the recording of instruments of conveyance of such Property Units amongst the Public Records of the County; or

(b) When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Members other than Declarant shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director(s). This successor Director(s) shall serve until the next Annual Members' Meeting and until his or her successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Section 4 above, and all of the Directors shall be elected by Members other than Declarant at such meeting.

Section 11. Staggered Terms. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

(a) a number equal to fifty percent (50%) of the total number of Directors rounded up to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the highest number of votes at the meeting; and

(b) the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Community Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

Section 12. Release and Discharge after Resignation. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Community Association who has been elected or appointed by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Community Association, the Members and/or Owners had, now have or will have or which any personal representative, successor, heir or assign of the Community Association, Members or Owners hereafter can, shall or may have against said Director or officer for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct, gross negligence or criminal conduct.

ARTICLE VII OFFICERS

Section 1. Officers Provided For. The affairs of the Community Association shall be managed by the President of the Community Association, assisted by the Vice President(s), Secretary and Treasurer, and such other officers as the Board may from time to time elect, subject to the

((H18000326041 3)))

((H18000326041 3)))

directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

Section 2. Election and Appointment of Officers. Except for the First Officers as set forth below, the officers of the Community Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be elected from amongst the membership of the Board, but no other officers need be a Director, but each officer shall be an Owner (other than Officers elected or appointed by Declarant-appointed Directors). If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any other office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy. Except for the office of President, the same person may hold two or more offices, the duties of which are not incompatible.

Section 3. First Officers. The names of the officers of the Community Association who are to serve until the first election of officers by the Board (or otherwise designated by Declarant), are as follows:

President	-	Ryan Courson
Vice President	-	Marcie DePlaza
Secretary/Treasurer	-	N. Maria Menendez

ARTICLE VIII
INCORPORATOR

The name and address of the incorporator of the Community Association is:

Steven M. Helfman, Esq.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323

ARTICLE IX
INDEMNIFICATION

Each and every Director and officer of the Community Association shall be indemnified by the Community Association from and against any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, consequential and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, reasonable fees for attorney and paralegal services and all costs and court costs through and including all trial, appellate and post-judgment levels and proceedings), related to, arising out of and/or resulting from his/her being or having been a Director or officer of the Community Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, (i) in the event of a settlement in connection with any of the foregoing, the indemnification provisions provided in this Article IX shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Community Association, and (ii) in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct,

((H18000326041 3)))

gross negligence or criminal conduct in the performance of his/her duties, the indemnification provisions of this Article IX shall not apply. The foregoing right of indemnification provided in this Article IX shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Community Association may be entitled under statute or common law.

The Community Association shall have the power and authority to purchase and maintain insurance on behalf of any person (a "Covered Person") who is or was a Director or officer of the Community Association, or is or was serving at the request of the Community Association as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise. Such insurance shall cover any liability asserted against such Covered Person and incurred in any such capacity, or arising out of such Covered Person's status as such, whether or not the Community Association would have the power to indemnify the Covered Person against such liability under the provisions of this Article IX.

The provisions of this Article IX shall not be amended in a manner which would limit or deny indemnification for any Director or officer entitled to indemnification hereunder prior to such amendment.

ARTICLE X BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed in the manner set forth in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XI AMENDMENTS

Section 1. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

Section 2. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

Section 3. After the Turnover Date, these Articles may only be amended in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted only upon receiving the affirmative vote of Members holding a majority of the Total Voting Interests.

((H18000326041 3)))

Section 4. An amendment may be adopted by a written statement (in lieu of a meeting) signed by: (a) Members holding a majority of the Total Voting Interests, and (b) all members of the Board, setting forth their intention that an amendment to the Articles be adopted.

Section 5. Notwithstanding any provisions of this Article XI to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

Section 6. Notwithstanding the foregoing provisions of this Article XI to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant without the prior written consent of Declarant, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article VI above, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Property Unit.

Section 7. A proposal to amend these Articles must contain the full text of the provision to be amended with new language underlined and deleted language stricken. However, if the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, the following notation must be inserted immediately preceding the proposed amendment: "Substantial reworing. See governing documents for current text." An amendment is effective when recorded in the public records of the County. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Community Association shall be recorded amongst the Public Records of the County.

ARTICLE XII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Community Association is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and the initial registered agent of the Community Association at that address shall be Steven M. Helfman, Esq.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto affixed his signature as of the 13th day of November, 2018.



STEVEN M. HELFMAN, ESQ., Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIII of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.



STEVEN M. HELFMAN, ESQ., Registered Agent

Dated: November 13, 2018