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**FLORIDA PROFIT/NON PROFIT CORPORATION
PERIMETER PARK WEST PROPERTY OWNERS ASSOCIATION,
INC.**

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| <p style="text-align: center;">ARTICLES OF INCORPORATION OF PERIMETER PARK WEST PROPERTY OWNERS ASSOCIATION, INC.</p> |
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In compliance with the requirements of Florida law, the undersigned Incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I - NAME OF CORPORATION

The name of the corporation is PERIMETER PARK WEST PROPERTY OWNERS ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II - DEFINITIONS

Unless otherwise provided in these Articles of Incorporation, all terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, Easement and Restrictions for Perimeter Park West recorded or to be recorded in the Public Records of Lake County, Florida, as it may be amended and/or supplemented from time to time (the "Declaration").

ARTICLE III - PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 250 S. Orange Avenue, Suite 700P, Orlando, Florida 32801.

ARTICLE IV - REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Association shall be located at 250 S. Orange Avenue, Suite 700P, Orlando, Florida 32801, and the initial registered agent of the Association shall be Matthew E. Sullivan. The Association may change its registered agent or the location of its registered office, or both, from time to time, without having to amend these Articles of Incorporation.

ARTICLE V - PURPOSE AND POWERS OF THE ASSOCIATION

Section 1. Purpose. The purposes for which the Association is organized are as follows:

(a) To operate as a corporation not-for-profit pursuant to Chapter 617 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time. The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, Directors or officers.

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(b) To operate as a property owners association, and to administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration as it may be amended and/or supplemented from time to time.

(c) To administer, enforce and carry out the terms and provisions of the Water Management District permit, any modifications to the Water Management District permit and any other applicable permits, authorizations, requirements, agreements, contracts, codes, ordinances, statutes, rules and regulations with respect to the Property.

Section 2. Powers. The Association shall have the following powers:

(a) All of the common law and statutory powers of a not for profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles of Incorporation or the Bylaws.

(b) To enter into, make, establish, amend and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the Association. The Association may use any enforcement method authorized by the Declaration, these Articles, the Bylaws and/or Florida law, including but not limited to, fines, suspensions of use rights, actions for damages, equitable actions, injunctive relief, administrative actions, or any combination of these. To assist in the enforcement of the terms, conditions and provisions of the Declaration which relate to the Surface Water and Storm Water Management System.

(c) To fix, levy and collect Assessments (including without limitation, Annual Assessments and Special Assessments) for the general expenses from Members to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties, including, but not limited to, the costs of maintenance, repair and operation of the Surface Water and Storm Water Management System.

(d) To fix, levy and collect Special Assessments for the general expenses from Members to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

(e) To make, adopt, establish, amend and enforce rules and regulations regarding the use, appearance and/or condition of any portion of the Property.

(f) To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real property and personal property.

(g) To borrow and to hold funds, select depositories, administer bank accounts of the Association, and to pay all expenses, including licenses, public assessments, taxes or government charges, incident to the purposes and powers of the Association, as set forth in the Declaration, these Articles of Incorporation and/or the Bylaws.

(h) To purchase insurance for the protection of the Association, its officers, Directors, Members and such other parties as the Association may determine to be in the best interests of the Association. To require Members to purchase insurance for the protection of their respective Tracts.

(i) To operate, maintain, manage, repair, control, regulate, replace and/or improve the Surface Water and Storm Water Management System, as determined by the Association from time to time and in a manner consistent with the Water Management District permit. To operate, maintain, manage, repair, control, regulate, replace and/or improve the Common Areas, as determined by the Association from time to time.

(j) To enter into contracts and agreements between third parties and the Association.

(k) To provide for any functions and services within the Property that the Board of Directors in its sole and absolute discretion determines necessary or appropriate.

(l) To provide, purchase, sell, lease, acquire, replace, improve, maintain and/or repair such buildings, structures, pathways, landscaping, paving, equipment and property, both real and personal, as the Association, through its Board of Directors, in its discretion determines necessary or appropriate.

(m) To employ any personnel necessary to perform the obligations, services and/or duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the costs thereof in accordance with whatever contractual arrangement the Board of Directors of the Association shall enter in its sole discretion.

(n) To establish, maintain, operate and use reserve funds for capital improvements, repairs and replacements. To establish, maintain, operate and use reserve funds for items, services, property and/or any other purpose as the Board of Directors of the Association may determine in its sole discretion to be in the best interest of the Association.

(o) To enter into a management contract with a third party for the maintenance and repair of any portion of the Surface Water and Storm Water Management System, the Common Areas and/or for the operation of the Association. The Board of Directors will carry out this power on behalf of the Association. The management contract may provide a management fee to the management agent and the delegation of certain duties, as may be determined by the Board of Directors of the Association.

(p) To enter into agreements and/or contracts with professionals, including but not limited to, attorneys and accountants, to assist the Association in its performance of the obligations, services and duties required of or to be performed by the Association. The Board of Directors will carry out this power on behalf of the Association.

(q) To create, appoint and/or dissolve any committees that the Board of Directors of the Association may deem appropriate.

(r) To collect delinquent Assessments by fine, claim of lien, suit or otherwise and to file and defend any suit or other proceeding in pursuit or all legal and/or equitable remedies or defense of all claims relating to the Declaration, the Bylaws, these Articles of Incorporation and/or Florida law.

(s) To adopt, change, repeal and/or amend the Bylaws.

(t) To adopt, change, repeal and/or amend Bylaws that would be effective only in an emergency, as defined in Article XIII of these Articles of Incorporation.

ARTICLE VI - MEMBERSHIP

Section 1. Each Owner (including Declarant for so long as the Declaration shall own any Tract) shall be a Member of the Association. Membership in the Association shall be appurtenant to and inseparable from the Tract giving rise to such membership, and any transfer of record title to a Tract shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Tract. The interest, if any, of an Owner in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Tract. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Owner, until such time as that Owner sells, transfers or conveys that Owner's fee simple interest in the Tract upon which that Owner's membership is based or until such fee simple interest is transferred or conveyed by operation or law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association may, but shall not be obligated, to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Tract, and it shall be the responsibility of the new Owner of that Tract to provide such true copy of said deed or other written instrument to the Association.

Section 2. Association Voting.

(a) Single Class Voting. The Association shall have one (1) class of membership with voting rights. Voting rights of the Members shall be as set forth in the Bylaws adopted by the Association as the same may be amended, modified or restated from time to time. Each "Owner" (which term shall be deemed to include the Declarant to the extent of the Declarant's ownership of any portion of the Property) shall be entitled to one (1) vote for each acre of the Tract owned by such Owner, rounded to the nearest one-tenth of an acre.

(b) Designation of Voting Member. If a Tract is owned by one (1) person or entity, that person or entity shall be the Voting Member and its rights to vote shall be established by the record title to the Tract. If a Tract is owned by more than one (1) person or entity, the Voting Member entitled to cast the votes for that Tract shall be designated by a certificate signed by all of the record Owners of the Tract and filed with the Association. If a Tract is owned by a general or

limited partnership, the Voting Member for that Tract shall be designated by a certificate of appointment signed by one (1) of the general partners and filed with the Association. If a Tract is owned by a corporation, the Voting Member for that Tract shall be designated by a certificate of appointment signed by the president or vice president of the corporation and filed with the Association. If a Tract is owned in trust, the Voting Member for that Tract shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Association. If a Tract is owned by a limited liability company, the Voting Member for that Tract shall be designated by a certificate of appointment signed by a manager or managing member of the limited liability company and filed with the Association. Such certificates of appointment shall be valid until revoked and/or until superseded by a subsequent certificate and/or until a change in the ownership of the Tract. A certificate designating the Voting Member for a Tract may be revoked in writing by any Owner of that Tract; provided, however, that no Tract shall vote in excess of the voting rights allocated to that Tract in the Declaration or these Articles of Incorporation.

(c) No Split Votes. The vote(s) for each Tract must be cast as a single vote, and fractional votes shall not be permitted. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) vote per acre (rounded to the nearest one-tenth of an acre) is cast for any Tract, the vote(s) for that Tract shall not be counted for any purpose except for establishing a quorum. If a Voting Member casts vote(s) on behalf of a Tract, it shall be conclusively presumed that Voting Member was acting with the authority and consent of all Owners of that Tract.

(d) Voting by Proxy. All Members entitled to vote may do so by proxy. Any proxy shall be delivered to the Secretary of the Association's Board of Directors or another authorized person so designated by the Board of Directors. No proxy shall be valid after ninety (90) days from the date the proxy is signed by the Member. Every proxy shall be revocable at any time in the discretion of the Member executing that proxy.

(e) No Cumulative Voting. There shall be no cumulative voting on any issue, matter or candidate that is the subject of a vote by the Association's membership.

(f) Assignment of Voting Rights. Voting rights may be assigned, in whole or in part, as such rights relate to a particular Tract, to a lessee holding a ground lease of such Tract, so long as: (i) the primary term of such ground lease is for a period of not less than forty (40) years; and (ii) such voting rights shall revert to the Owner of such Tract upon the termination of such ground lease.

ARTICLE VII - BOARD OF DIRECTORS

The initial Board of Directors shall consist of three (3) directors. Thereafter, the number of directors may be increased or decreased in accordance with the Bylaws, but there shall never be fewer than three (3) directors. The Board of Directors shall be nominated, constituted, appointed and elected as more particularly provided in the Bylaws adopted by the Association as the same may be amended, modified, replaced or restated from time to time. Each member of the Board of Directors shall have the number of votes as more particularly provided in the Bylaws adopted by

the Association as the same may be amended, modified, replaced or restated from time to time. All of the duties, power and authority of the Association existing under Florida law, the Declaration, these Articles and/or the Bylaws shall be exercised exclusively by the Board of Directors, subject to approval by the Members only when specifically required by these Articles, the Bylaws or the Declaration. The names and addresses of the persons who are to act in the capacity of Director until appointment or election of their successors are:

| <u>Name</u> | <u>Address</u> |
|---------------------|--|
| Matthew E. Sullivan | 250 S. Orange Avenue, Suite 700P Orlando, Florida 32801 |
| Wilson McDowell | 250 S. Orange Avenue, Suite 700P Orlando, Florida 32801 |
| Robert Isola, Jr. | 250 S. Orange Avenue, Suite 700P Orlando, Florida 32801 |

A Member must be current in the payment of all Association Assessments for the Member, or its respective representatives or nominees to be eligible to run for and hold the position of Director. Directors must be natural persons who are eighteen (18) years of age or older. All Directors, except those designated or appointed by the Declarant, shall be Members of the Association.

Any vacancies on the Board shall be filled as set forth in the Bylaws of the Association.

ARTICLE VIII - OFFICERS

The officers of the Association may include a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The officers shall be elected by the Board of Directors and the officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <u>Office</u> | <u>Name</u> | <u>Address</u> |
|----------------|--------------------|--|
| President | Matthew E Sullivan | 250 S. Orange Avenue, Suite 700P Orlando, Florida 32801 |
| Vice President | Wilson McDowell | 250 S. Orange Avenue, Suite 700P Orlando, Florida 32801 |

ARTICLE IX - INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person who is made a party or is threatened to be made a party to any threatened, pending, or contemplated

action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was a Director, officer, Committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if that person acted in good faith, and, with respect to any criminal action or proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by such person in connection with the defense or settlement of an action or suit by or in the right of the Association, if he or she acted in good faith.

Section 2. The termination of any action, suit, or 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, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his or her conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Article IX, Section 1 of these Articles of Incorporation (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer, Committee member, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Article IX, Section 1 of these Articles of Incorporation. Such determination shall be made (a) by the Board of Directors by a majority vote of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Voting Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he or she is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which the Association's Directors, officers, Committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members

or disinterested Directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a Director, officer, Committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article IX shall not include indemnification for any action of a Director, officer, Committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article IX is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his or her capacities as described in Article IX. Section 1 of these Articles of Incorporation, whether or not the Association would have the power to indemnify him or her under this Article IX.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE X - EXISTENCE AND DURATION

Section 1. The existence of the Association shall commence with the filing of these Articles of Incorporation with the appropriate agency of the State of Florida. The Association shall exist in perpetuity.

Section 2. In the event of termination, dissolution or final liquidation of the Association, the Association's responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with the applicable provisions of the Water Management District permit and the Florida Administrative Code, as they each may be amended, modified and/or renumbered from time to time, and be approved by the Water Management District in writing prior to such termination, dissolution or liquidation.

ARTICLE XI - AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted as follows:

A. The Board of Directors, by majority vote, must adopt a resolution setting forth the proposed amendment(s); and written notice of the content of the proposed amendment(s)

must be given to all Members of the Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment(s) will take place. In addition to the content of the proposed amendment(s), the Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of this Article XI (A), the notice will be considered to have been properly sent to the Association's membership when personally delivered or mailed, postage prepaid, by the Association, its employees, agents, Officers or Directors, to the address of the person who appears as a Member or Owner on the records of the Association at the time of such delivery or mailing.

B. Any proposed amendment to these Articles of Incorporation must be submitted to a vote by the Voting Members for approval. The majority vote of the Voting Members must affirmatively vote in favor of adopting any amendment to these Articles of Incorporation. A vote by the Voting Members regarding a proposed amendment to these Articles of Incorporation may take place at any duly called meeting of the Association's membership where a quorum is attained, which may either be the Annual Meeting or a Special Meeting.

C. If an amendment is adopted by the Voting Members pursuant to Article XI (B) of these Articles, a copy of the amendment(s) must be filed with the State of Florida Secretary of State or other appropriate agency of the State of Florida. Any amendment to these Articles of Incorporation shall be effective on the date it has been accepted and filed by the Secretary of State or other appropriate agency of the State of Florida.

ARTICLE XII - BYLAWS

The Bylaws of the Association shall be initially adopted by a majority vote of the Association's Board of Directors and may subsequently be altered, amended, repealed and/or rescinded in the manner provided in the Bylaws.

ARTICLE XIII - EMERGENCY BYLAWS

The Association's Board of Directors, by majority vote, may adopt Bylaws that would be effective only in an emergency. For purposes of these Articles of Incorporation, "emergency" shall be defined as a catastrophic event that would prevent a quorum of the Association's Board of Directors from readily assembling, which would include, but is not limited to, the following: a hurricane, earthquake, act of war, civil unrest, domestic terrorism, or other similar occurrence. An "emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in or have ordered the mandatory evacuation of the area in which the Property is located.

Any emergency Bylaws adopted by the Association's Board of Directors shall cease to be effective once the reason for the emergency ends. All provisions of the regular Bylaws that do not conflict with the emergency Bylaws remain effective during the emergency.

ARTICLE XIV - CONFLICT BETWEEN DOCUMENTS

Capitalized terms in used in these Articles of Incorporation shall have the meaning ascribed to such term in the Declaration or the Bylaws, as the case may be, unless such term shall be specifically defined herein.

Except with respect to capitalized terms, in the event of any conflict or inconsistency between these Articles of Incorporation and the Bylaws, the terms, conditions and provisions of these Articles of Incorporation shall control and prevail. In the event of any conflict or inconsistency between these Articles of Incorporation and the Declaration, the terms, conditions and provisions of the Declaration shall control and prevail.

ARTICLE XV - MERGER

Section 1. The Association may be merged with any other Florida not for profit or for profit corporation, as long as the surviving corporation is a Florida not for profit corporation and has as one of its purposes to administer, enforce and carry out the terms, conditions, restrictions and provisions of the Water Management District permit as it may be amended, modified and/or supplemented from time to time.

Section 2. In order for a merger to occur, the Association must adopt a plan of merger that contains at a minimum the following: the names of the corporations proposing to merge and the name of the surviving corporation which will be left following the merger; the terms and conditions of the proposed merger; a statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger; and a prohibition on any abandonment of the proposed merger after the merger has been approved by the Association's members pursuant to Article XV, Section 3(c) of these Articles of Incorporation, unless such abandonment is first approved by the Association's members.

Section 3. In order to approve a plan of merger:

(a) the Board of Directors, by a majority vote, must first adopt a resolution approving the proposed plan of merger and then submit that plan of merger to a vote of the Association's membership by written notice.

(b) the written notice of the content of the proposed amendment must be given to all Members of the Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment will take place. In addition to the content of the proposed amendment, the Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of Article XV, Section 3(b) of these Articles of Incorporation, the notice will be considered to have been properly sent to the Association's membership when personally delivered or mailed, postage prepaid, by the Association, its employees, agents, Officers or Directors, to the address of the person who appears as a Member or Owner on the official records of the Association at the time of such delivery or mailing.

(c) the proposed plan of merger must then be approved by at least a majority vote of the Association's Voting Members, voting either in person or by proxy, at a duly called

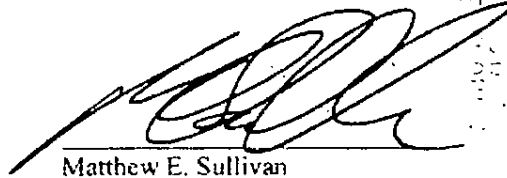
meeting of the Association's Members at which a quorum is attained. This meeting of the Association's Members may be either the Annual Meeting or a Special Meeting.

ARTICLE XVII - INCORPORATOR

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

Matthew E. Sullivan
250 S. Orange Avenue, Suite 700P
Orlando, Florida 32801

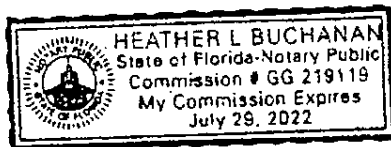
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation this 4 day of February, 2021.


Matthew E. Sullivan

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence OR ☐ online notarization, this 4 day of February, 2021 by Matthew E. Sullivan, who is ☒ personally known to me OR ☐ who has produced N/A as identification.

NOTARY STAMP:




NOTARY PUBLIC, State of Florida

Print name: Heather L Buchanan

Commission No. GG 219119

My Commission Expires: July 29, 2022

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

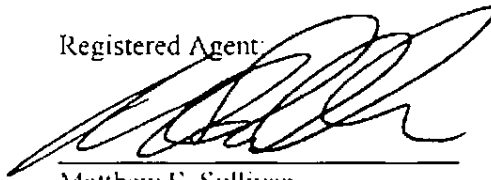
Pursuant to Chapters 48 and 617 of the Florida Statutes, the following is submitted in compliance with said Acts:

PERIMETER PARK WEST PROPERTY OWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 250 S. Orange Avenue, Suite 700P, Orlando, Florida 32801, has named Matthew E. Sullivan, located at the above-registered office, as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:



Matthew E. Sullivan

Dated: February 4, 2021

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CLERK OF DISTRICT COURT
JULIA A. HARRIS