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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Ocoee Village (North) Property Owners' Association, Inc.**

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ARTICLES OF INCORPORATION  
OF  
OCOEE VILLAGE (NORTH) PROPERTY OWNERS' ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I  
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments which are levied by the Association in accordance with the Ocoee Village (North) Documents.
3. "Association" means the Ocoee Village (North) Property Owners' Association, Inc., a Florida corporation not for profit. The "Association" is not a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.
4. "Association Property" means the property more particularly described in the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" means the Bylaws of the Association and any amendments thereto.
7. "County" means Orange County, Florida.
9. "Declarant" means Ocoee Development IV, LLC, a Florida limited liability company, and any successor or assign thereof to which Ocoee Development IV, LLC specifically assigns all but not part of the rights of Declarant under the Declaration by an express written assignment, which shall be recorded in the Public Records of the County. Any assignee of Declarant's rights under the Declaration must be approved by all of the Owners, and any such assignment attempted without such approval by the Owners shall be void *ab initio*.
10. "Declaration" means the Declaration of Covenants, Conditions, Easements And Restrictions for Ocoee Village (North), which shall be recorded among the Public Records of the County, and any amendments thereto, which shall be recorded among the Public Records of the County.

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11. "Director" means a member of the Board.
12. "Member" means a member of the Association.
13. "Ocoee Village (North)" means that planned mixed use development located in the County, which encompasses the Property (as defined in the Declaration).
14. "Ocoee Village (North) Documents" means in the aggregate the Declaration, the Articles, and the Bylaws.
15. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Parcel within Ocoee Village (North), and includes Declarant for as long as Declarant owns fee simple title to a Parcel, but excluding therefrom those having such interest as security for the performance of an obligation.
16. "Residential Property" means Tract NR of the Subdivision.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

## ARTICLE II NAME

The name of this corporation shall be the OCOEE VILLAGE (NORTH) PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, whose initial principal address and mailing address is 246 North Westmonte Drive, Altamonte Springs, Florida 32714.

## ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in, the Ocoee Village (North) Documents and to carry out the covenants and enforce the provisions of the Ocoee Village (North) Documents.

## ARTICLE N POWERS

The Association shall have the following powers and shall be governed by the following provisions:

- A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

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B. The Association shall have all of the powers granted to the Association in the Ocoee Village (North) Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

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

1. To perform any act required or contemplated by it under the Ocoee Village (North) Documents.
2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property.
3. To make, levy and collect Assessments for the purpose of obtaining funds to pay 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 Association.
4. To own, maintain, repair, replace, operate and convey the Association Property in accordance with the Ocoee Village (North) Documents.
5. To enforce by legal means the obligations of the Members and the provisions of the Ocoee Village (North) Documents.
6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.
7. To enter into the Declaration and any amendments thereto and instruments referred to therein.
8. 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 Association mandate to keep and maintain Ocoee Village (North) in a first class manner for similar mixed use developments in the Central Florida area.

#### ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

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A. The Owner of the Residential Property shall be the sole member of the Association and exercise all of the rights and privileges of a Member.

B. Membership in the Association shall be established by the acquisition of ownership of fee simple title to the Residential Property as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County.

C. On all matters on which the membership shall be entitled to vote, the Owner of the Residential Property shall have the sole right to vote.

D. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her/its Parcel.

E. Any Member who conveys or loses title to a Parcel by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel and shall lose all rights and privileges of a Member resulting from ownership of such Parcel.

F. The vote of the Owners of a Parcel owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Parcel, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Parcel shall not be considered for a quorum or for any other purpose.

G. A quorum shall consist of persons entitled to cast one hundred percent (100%) of the total number of votes of the Members.

#### ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar property owners association or a public agency having a similar purpose, or any Owner may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

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ARTICLE VII  
INCORPORATOR

The name and address of the Incorporator of these Articles are:

Stephen Hoffman  
246 North Westmonte Drive  
Altamonte Springs, Florida 32714

ARTICLE VIII  
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. All officers must be Members or employees of Members or officers and employees of beneficial owners of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	Kurt Kehoe
Vice President:	Sherrie Ngo
Treasurer:	Stephanie Piehl
Secretary:	Sherrie Ngo

ARTICLE X  
BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors of the Association shall be three (3). All Directors must be Members or employees of Members or officers and employees of beneficial owners of Members. There shall be only one (1) vote for each Director.

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B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	<u>ADDRESSES</u>
Kurt Kehoe	801 International Parkway, 5 <sup>th</sup> Floor Lake Mary, Florida 32746
Sherrie Ngo	807 Hickory Fork Drive Seffner, Florida 33584
Stephanie Pichl	807 Hickory Fork Drive Seffner, Florida 33584

#### ARTICLE XI INDEMNIFICATION

The Association shall to the broadest extent possible by applicable statute, indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

#### ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for 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.

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ARTICLE XIII  
AMENDMENTS

A. These Articles may be amended in the following manner:

1. (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 upon receiving the affirmative vote of a majority of the total voting interests present at such meeting.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

B. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds title to at least one (1) Parcel; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee, or (iii) any affected Owner, without the prior written consent of such Owner.

C. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

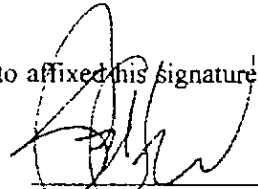
ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is CT Corporation System and the initial registered agent of the Association at that address shall be 1200 South Pine Island Road, Plantation, FL 33324.



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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 3rd day of March, 2021.

  
\_\_\_\_\_  
Stephen Hoffman

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV 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.

CT CORPORATION SYSTEM

By: Olga Hinkel Olga Hinkel, VP

Dated: 03/03/2021

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Yvonne Calvert**

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