

N 9500003369

DWIGHT HOLLOWAY & Co.
763 Granville Drive
Winter Park, Florida 32789

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. _____
(Corporation Name) (Document #) 000001530190
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(Corporation Name) (Document #) *****70.00 *****70.00
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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

July 12, 1995

DWIGHT HOLLOWAY & CO
763 GRANVILLE DRIVE
WINTER PARK, FL 32789

SUBJECT: CYPRESS MEADOWS SUBDIVISION
Ref. Number: W95000013956

We have received your document for CYPRESS MEADOWS SUBDIVISION and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The corporate name must be identical throughout the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6878.

Terri Buckley
Corporate Specialist

Letter Number: 895A00033385

ARTICLES OF INCORPORATION

OF

CYPRESS MEADOWS - ORLANDO HOMEOWNER'S ASSOCIATION, INC.

(A Corporation not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME

The name of this corporation, hereinafter called the "Association", shall be Cypress Meadows - Orlando Homeowner's Association, Inc.

ARTICLE II - REGISTERED OFFICE AND PRINCIPAL PLACE OF BUSINESS OF THE CORPORATION

The Association's registered office and principal place of business shall be located at 763 Granville Drive, Winter Park, Florida 32789. The Association may from time to time move its principal office to any other address in the State of Florida.

ARTICLE III - REGISTERED AGENT

Dwight D. Holloway is appointed registered agent for service of process upon the Association.

ARTICLE IV - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing association for Cypress Meadows Subdivision, a residential development described in attached Exhibit "A", located in Orange County, Florida (the "Property").

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. The Association shall have all of the rights, powers, duties and functions provided by law and all powers and duties reasonably necessary to administer, govern, and maintain the Property pursuant to the Declaration of Covenants, Conditions, and Restrictions for Cypress Meadows Subdivision (hereinafter called the "Declaration"), as may be amended from time to time, said Declaration being incorporated herein as if set forth at length. Said rights, powers, duties and functions include but are not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Property, including reserves for replacements and capital expenses, and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of operation, maintenance, preservation, enhancement, replacement or repair of the Property and other cost related thereto, and (2) the cost of administration of the affairs of the Association, including payment of

applicable taxes and preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members of the Association to be expended solely for the aforesaid purposes, or the unexpended portion shall be distributed on a pro rata basis to the members of the Association.

(b) To use the proceeds of assessments in the exercise of its powers and duties

(c) To maintain, repair, replace and operate the Property

(d) To purchase insurance for the Property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To enforce by legal means the provision of the Declaration, the Articles, the Bylaws of the Association and the regulations for the use of the Property

(f) To contract for the maintenance, repairs, replacement and operation of any and all of the Property.

(g) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the Property, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(h) To encumber, lease, or grant other possessory or use interest in any and all property which the Association may acquire or control.

(i) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(j) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(k) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(l) To enact rules and regulations concerning the use and enjoyment of the Property.

(m) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

Section 4. Any officer or director individually or any firm or corporation of which any officer or director is a member, stockholder, officer, director, employee, or agent may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE V - QUALIFICATION OF MEMBERS
AND THE MANNER OF THEIR ADMISSION

Section 1 The subscribers constitute the sole members of this Association until the recording of the Declaration. Upon the recording of the Declaration, Edgewater Land & Development Co /Delaney Land Co Partnership (hereinafter "Declarant") shall own all memberships of the Association. At such time as the deed to a lot is issued to a purchaser, the purchaser thereof becomes a Class A member.

Section 2 Ownership of a lot in Cypress Meadows Subdivision is a prerequisite to exercising any rights as a member. A lot may be owned by more than one person or by a corporation, association, partnership or trust.

Section 3 Membership is not transferable, except as provided herein or in the Declaration. The membership of any lot owner terminates upon the transfer of his ownership in the lot. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the lot, subject to a lien thereon for all undischarged assessments, charges and expenses. The Association may rely on a recorded deed as evidence of transfer of a lot and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE VI - VOTING

Section 1 The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Lot owners. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A members.

Class B. The Class B member shall be the Declarant or its specifically designated (in writing) successor. The Class B member shall be allocated a number of votes equal to three times the total number of Class A votes at any time, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) January 1, 2004, or
- (b) Upon voluntary conversion to Class A membership by the Declarant by written notice to the Board of Directors; or
- (c) Seventy-five percent (75%) of the maximum number of residential lots allowed for the Property have been conveyed to residential lot owners.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association.

Section 3. A Class A member shall be deemed to be in "good standing" and "eligible to vote" at any meeting if, and only if, the member has fully paid at least ten (10) days prior to the date fixed for the meeting, all assessments made or levied against the lot, together with all interest, costs, attorney's fees, and other expenses and penalties, if any, properly chargeable against the lot.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted pursuant to these Articles and the Declaration by a Board of Directors ("the Board"), consisting of an odd number of persons but not less than three (3) persons.

Section 2. The names and addresses of the initial Board and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Dwight D. Holloway	763 Granville Dr., Winter Park, Florida	One Year
Paul Walker	2951 Shingle Creek Ct., Kissimmee, Florida	One Year
Donald Walker, Jr.	1311 S. Osceola Ave., Orlando, Florida	One Year

Section 3. At the expiration of the term of each initial director, a successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until a successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership at any annual meeting or any special meeting duly called therefor.

Section 5. In the event of a vacancy on the Board by reason of death, resignation, or otherwise, a majority of the Board is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting.

Section 6. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board upon notice by telegram or by United States mail to each director and unit owner sent at least three (3) days prior to the date of the meeting.

ARTICLE VII - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors deems appropriate from time to time.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Dwight D. Holloway	President	763 Granville Drive Winter Park, Florida 32789
Donald Walker, Jr.	Vice-president	1311 South Osceola Avenue Orlando, Florida 32806
Paul Walker	Secretary & Treasurer	2951 Single Creek Court Kissimmee, Florida 32741

Section 3 Officers of the Association shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

ARTICLE IX - BYLAWS

The Bylaws of the Association are to be made or approved by the Board initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any change of the Bylaws shall not affect the rights or interests of the Declarant or its successors or assigns, or the mortgages of any unit without the written consent of the Declarant or mortgagee, respectively. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided in the Bylaws.

ARTICLE X - AMENDMENTS TO THESE ARTICLES

Section 1 Amendments to these Articles shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board. The resolution shall then be presented to the membership of the Association. A two-thirds (2/3) vote of each class of member cast at a duly called meeting shall be necessary to amend the Articles.

Section 2 No amendments shall make any change in the qualifications for membership without approval in writing of all members and the consent of all record holders of mortgages upon any unit or upon property held by the Association. No amendment shall be made that is in conflict with the Declaration.

ARTICLE XI - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE XII - DISSOLUTION

The Association may be dissolved with the written consent of not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

Notwithstanding the foregoing, the Association shall not be dissolved voluntarily unless and until

(a) the Association has delegated to another entity, institution or governmental agency or body satisfactory to Orange County, Florida, and said entity, institution, governmental agency or body has assumed all obligations of the Association for the maintenance of all internal private roadways, drainage systems and pre-treatment ponds located on the property.

ARTICLE XIII - ADDITIONAL PROVISIONS

Section 1 No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration.

Section 2 Where the context of these Articles permits, the use of the plural, and the use of any gender shall be deemed to include all genders

Section 3 As long as there exists a Class B voting membership the following actions of the Association or the Declarant require prior HUD/VA approval

- (a) Annexation of additional properties
- (b) Mergers and consolidations
- (c) Mortgaging of the Common Area
- (d) Dissolution or amendment of these Articles

ARTICLE XIV - SEVERABILITY

Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments

ARTICLE XV - NAMES AND RESIDENCES OF THE SUBSCRIBERS

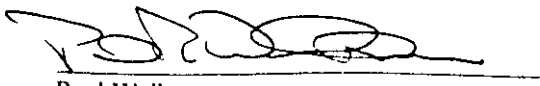
The names and addresses of the subscribers to these Articles are as follows

<u>Name</u>	<u>Residence</u>
Dwight D. Holloway	763 Granville Drive, Winter Park, Florida
Donald Walker, Jr	1311 S Osceola Avenue, Orlando, Florida
Paul Walker	2951 Shingle Creek Ct., Kissimmee, Florida

IN WITNESS WHEREOF, the subscribing incorporators have hereunto executed these Articles of Incorporation this 9th day of MARCH, 1995


Dwight D. Holloway


Donald Walker, Jr


Paul Walker

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 7th day of March, 1995, by Dwight D. Holloway, personally known by me.

Carole M. Paul

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 28, 1995
BONDED THRU HUCKLEBERRY & ASSOCIATES

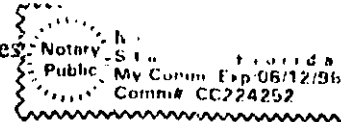
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 2nd day of March, 1995, by Donald Walker, Jr., personally known by me.

Margaret E. Chase

Notary Public

My Commission Expires:



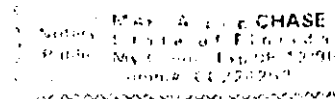
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 2nd day of March, 1995, by Paul Walker, personally known by me.

Margaret E. Chase

Notary Public

My Commission Expires:



ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as registered agent for service of process within the State of Florida upon Cypress Meadows Homeowner's Association, Inc., at the place designated in Article I of the foregoing Articles of Incorporation, does hereby accept the appointment of such registered agent.

Dwight D Holloway
Registered Agent