

**Exhibit C**  
**Articles of Incorporation**

**ARTICLES OF INCORPORATION**  
**OF**  
**OAK PARK HOMEOWNERS' ASSOCIATION OF NEWBERRY, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify that:

**ARTICLE I**

The name of the corporation is **Oak Park Homeowners' Association of Newberry, Inc.**, hereinafter called the "Association".

**ARTICLE II**

The principal office of the Association is located at 770 Dommerich Drive, Maitland, FL 32751.

**ARTICLE III**  
**PURPOSE AND POWERS OF THE ASSOCIATION**

The Association shall operate, maintain and manage the Surface Water or Storm Water Management System(s) in a manner consistent with Suwannee River Water Management District ("District") permit No. ERP-001-235790-1 and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which related to the Surface Water or Storm Water Management System.

The Association shall levy and collect adequate assessments against the members of the Association for the costs of maintenance and operation of the Surface Water or Storm Water Management System.

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described on Exhibit "A" attached hereto and incorporated herein by this reference, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Oak Park, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court in and for Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any of its real or personal property as security for money borrowed or debts incurred;

(e) participate in mergers or consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have assent of two-thirds (2/3) of each class of members;

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation law of the State of Florida by law may now or hereafter have or exercise;

(g) procure and maintain hazard and liability insurance upon its property for the protection of the Association and its members, directors and officers liability insurance to cover the Association, the directors, officers, committee members, Association member volunteers, and other Association members acting for and/or on behalf of the Association, and such other types of insurance as the Board of Directors may determine to be necessary and/or appropriate .

#### **ARTICLE IV** **ELECTION OF THE BOARD OF DIRECTORS**

The affairs of this Association shall be managed initially by a Board of three (3) Directors, who need not be members of the Association. The Board of Directors shall be elected by the Members of the Corporation entitled to vote at the times and in the manner provided for in the Bylaws.

At the first annual meeting of the members of the Association the number of number of directors shall be changed to five (5), with two directors being elected for a term of one (1) year, two (2) directors being elected for a term of two (2) years, and one (1) director being elected for a term of three (3) years. At each annual meeting of the members thereafter the members shall elect for a term of three (3) years the number of directors to replace the director or directors whose terms have expired.

The number of directors may be changed by amendment of the Bylaws of the Association.

#### **ARTICLE V** **DIRECTORS/OFFICERS**

The names and addresses of the persons who are to act in the capacity of directors until the selection and qualification of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Peter McDaniel	770 Dommerich Drive Maitland, FL 32751
David McDaniel	770 Dommerich Drive Maitland, FL 32751
Matt McDaniel	2218 Edinburg Ave. Cardiff by the Sea, CA 32007

**ARTICLE VI**  
**REGISTERED AGENT**

The initial Registered Agent of Oak Park Homeowners' Association, Inc. is hereby appointed to be: David McDaniel at 770 Dommerich Drive Maitland, FL 32751.

**ARTICLE VII**  
**INCORPORATOR**

The name and address of the incorporator is David McDaniel at 770 Dommerich Drive Maitland, FL 32751 .

**ARTICLE VIII**  
**MEMBERSHIP**

Any person or entity who is a record title holder of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

**ARTICLE IX**  
**MEETINGS OF MEMBERS: QUORUM REQUIREMENTS**

The presence at any meeting of members entitled to cast or proxies to entitled to cast, a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration or the Bylaws.

**ARTICLE X**  
**VOTING RIGHTS**

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

**Class A:** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event more than one (1) vote is cast with respect to any Lot, none of the votes with respect to such Lot shall be recognized and the Lot shall not be counted for any purpose until such dispute is resolved.

**Class B:** The Class B member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 2027; or

(c) notwithstanding the foregoing provisions regarding Class membership voting rights, Members of the Association other than the Declarant shall be entitled to elect at least a majority of the members of the Association's Board of Directors when the earlier of the following events occurs:

(1) Seventy five percent (75%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Members of the Association other than the Declarant;

(2) The Class B membership has ceased and been converted to Class A membership;

(3) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents (including a rebuttable presumption that Declarant has abandoned and deserted the property if Declarant has unpaid assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than 2 years);

(4) Upon Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

(5) Upon Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(6) Upon a receiver being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members.

For purposes of this Article X, the term "Members of the Association other than the Declarant" shall not include Builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

**ARTICLE XI**  
**DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than the incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for 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 may not be dissolved for so long as a Builder is the owner of any Lot in the Oak Park subdivision, except upon prior written consent of such Builder(s). For purposes of this Article XI, the term "Builder" shall include any Member which purchased its Lot for the purpose of constructing improvements thereon for resale.

**ARTICLE XII**  
**EXISTENCE AND DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The corporation shall exist perpetually.

**ARTICLE XIII**  
**AMENDMENTS**

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership. Notwithstanding the foregoing, these Articles may not be amended for so long as a Builder is the owner of any Lot in the Oak Park subdivision, except upon prior written consent of such Builder(s). For purposes of this Article XI, the term "Builder" shall include any Member which purchased its Lot for the purpose of constructing improvements thereon for resale.

**ARTICLE XIV**  
**BYLAWS**

The Association shall adopt Bylaws governing the conduct of the affairs of the Association. The Bylaws shall be altered, amended or rescinded as provided in the Bylaws.

**ARTICLE XV**  
**MISCELLANEOUS**

Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

**IN WITNESS THEREOF**, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this day of 2020.

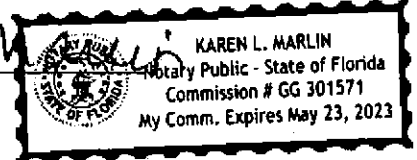
Peter McDaniel

David McDaniel

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of June, 2020, by Peter McDaniel and David McDaniel, all being directors of the OAK PARK Homeowners' Association of Newberry, Inc., a Florida not for profit corporation, on behalf of the corporation, who is  personally known to me or  produced the following identification \_\_\_\_\_

Karen L. Marlin  
NOTARY PUBLIC  
My Commission Expires:



Pursuant to the provisions of sections 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered agent, in the State of Florida.

The name of the corporation is:

**OAK PARK HOMEOWNERS' ASSOCIATION OF NEWBERRY, INC.**

The name and address of the registered agent and office is:

David McDaniel  
770 Dommerich Drive  
Maitland, FL 32751

The undersigned hereby accepts the designation as Registered Agent of Oak Park Homeowners' Association of Newberry, Inc., and agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties, and is familiar with and accepts the obligations of his position as registered agent.

David McDaniel  
David McDaniel

The undersigned hereby accepts the designation of Incorporator of the Oak Park Homeowner's Association of Newberry, Inc.

David McDaniel  
David McDaniel