

**EXHIBIT D**  
**ARTICLES OF INCORPORATION**  
**OF**  
**METRO AT MICHIGAN PARK CONDOMINIUM**  
**ASSOCIATION, INC.**

The undersigned, acting as Incorporator of a corporation under §617.1007, Florida Statutes, adopts the following Articles of Incorporation.

**ARTICLE I**

**NAME:** The name of the corporation is **METRO AT MICHIGAN PARK CONDOMINIUM ASSOCIATION, INC.**, hereafter referred to as the "Association."

**ARTICLE II**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of **METRO AT MICHIGAN PARK CONDOMINIUM**, located in **ORANGE** County, Florida. The Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or Officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit excepts as limited or modified by these Article, the Declaration of condominium or Chapter 718, Florida Statues, as it may hereafter be amended, including, but not limited to the following:

- (A) To make and collect the assessments against members of the Association to defray the costs, expenses and losses of the condominium and to use the proceeds of assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property.
- (C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common element, and the operation of the Association.
- (F) To approve or disapprove the transfer of ownership, leasing and occupancy of units, if provided by the declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, and the Bylaws and any Rules and Regulation of the Association.

- (H) To contract for the management and maintenance of the Condominium and the condominium property to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To enter into agreements, or acquire leasehold, memberships and other possessory or use interests in land or facilities such as country clubs, golf courses, marina, and other recreational facilities. It has the power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use of benefit to the unit owners.
- (K) To borrow or raise money for any of the purposes of the Association, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance of assignment in trust, of the whole or any part of the rights of property of the Association, whether at the time owned or thereafter acquired.

All funds and title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

### **ARTICLE III**

#### **MEMBERSHIP:**

- (A) The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws. After termination of the Condominium, the members shall consist of those who are members at the time of such termination.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of each unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

### **ARTICLE IV**

**TERM:** The term of the Association shall be perpetual unless the condominium is terminated.

### **ARTICLE V**

**BYLAWS:** The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

#### **ARTICLE VI**

##### **DIRECTORS AND OFFICERS:**

- (A) The affairs of the Association will be administered by a Board of Directors consisting of, the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors need not be members of the Association.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers' designation in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve the pleasure of the Board.

#### **ARTICLE VII**

**AMENDMENTS:** Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) **Proposed Amendments** to these Articles may be proposed by a majority of the Board or by petition of the owners of one fourth (1/4) of the units by instrument, in writing, signed by them.
- (B) **Procedure.** Upon any amendment or amendments to these Articles being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be give.
- (C) **Vote Required.** Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.
- (D) **Effective Date.** An Amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of ORANGE County, Florida.

#### **ARTICLE VIII**

##### **REGISTERED AGENT:**

The registered office of the Association shall be at:  
1708 Morningside  
Orlando FL 32806

The registered agent at said address shall be:  
Jim Savko  
1708 Morningside

**ARTICLE IX**

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liability, including attorney fee, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.
- (D) Wrongful conduct by directors or officers appointed by the Developer, in proceeding brought by or on behalf of the Association.

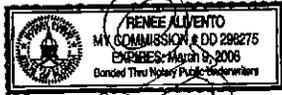
In the event of a settlement, the right of indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me this 20<sup>th</sup> day  
of May, 2005, by James Savko, who is personally known to me or  
produced identification (type of identification produced)  
\_\_\_\_\_

Renee A. Iveda  
Witness: Renee A. Iveda

Eva Ann Foster  
EVA ANN FOSTER



Printed Name: Renee A. Iveda  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission No: \_\_\_\_\_

Having been named to accept services of process for the above stated Corporation,  
at the place designated in these Articles of Incorporation, I hereby agree to act in  
this capacity and I further agree to comply with the provisions of all Statutes  
relative to the proper and complete performance of my duties, and I accept the  
duties and obligations of Section 617.0505 Florida Statutes.

James Savko  
James Savko  
Registered Agent