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June 14, 2006

**Department Of State
Division Of Corporation
409 East Gaines Street
Tallahassee, Florida 32399**

re: Vista Oaks Condominium Association, Inc.

Dear Reader:

Enclosed is the original Articles Of Incorporation for the above-named proposed Florida Not-For-Profit Corporation. Also enclosed is my check in the amount **\$78.75** representing the filing fee of **\$70.00** and **\$8.75** certified copy fee.

Please file the enclosed Articles Of Incorporation and return a certified copy to me in the enclosed self-addressed stamped envelope.

Thank you for your courtesies in this matter.

Sincerely,



Kathy Ann Dickey
Legal Secretary to
Blair M. Johnson, Esquire

kad
Enclosures

**Articles of Incorporation
of
VISTA OAKS CONDOMINIUM ASSOCIATION, INC.**

(A Florida Not-For-Profit Corporation)

I, the undersigned Incorporator, desiring to form a corporation not for profit under Chapter 617, *F.S.*, deliver for filing the following Articles of Incorporation for **VISTA OAKS CONDOMINIUM ASSOCIATION, INC.** (“Association”), pursuant to **Section 617.0201, F.S.:**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATION
06 JUN 19 AM 9:54

**Article I
Name and Principal Office**

Section 1. The name of the Association shall be **VISTA OAKS CONDOMINIUM ASSOCIATION, INC.**

Section 2. The principal office and mailing address of the Association shall be located at **300 Countyline Court, Suite 1, Oakland, Florida 34787**, however the Association may maintain offices and transact business in such other places within or without of the State of Florida as the board may from time to time designate.

**Article II
Purpose and Powers**

Section 1. The purpose for which the Association is organized is to act as a governing association and the managing entity for **VISTA OAKS CONDOMINIUM** (“Condominium”) to be located upon the following lands in **Orange County**, Florida, described in **Exhibit “1”** attached hereto. All capitalized terms used in these Articles of Incorporation, if not defined, shall have the meanings ascribed to such terms that are contained in the Declaration of Condominium for the Condominium (“Declaration”), or **Chapter 718, F.S.**, or the Bylaws and such meanings are incorporated into these Articles of Incorporation by reference as if set forth herein. To the extent that a provision in these Articles of Incorporation conflicts with the Declaration, the Declaration shall govern. “Developer” means **RUSSELL L. GAY and JANE P. GAY, husband and wife**, their successors, and/or assigns. “Member” means a member of the Association. The Association shall not be operated for profit and shall make no distributions of income to its Members, directors or officers.

Section 2. The Association shall have all of the powers, rights, and privileges that a corporation organized under the Florida Not For Profit Corporation Act may now or hereafter have or exercise, provided that such powers, rights, and privileges do not conflict with the terms of these Articles, the Bylaws, the Declaration, and **Chapter 718, F.S.**, and provided further that the Association shall have the powers, rights, and privileges reasonably necessary or convenient to operate, maintain, and manage the Condominium pursuant to the Declaration and Bylaws, as from time to time, other

documents or agreements that may exist from time to time pertaining to the Condominium, and **Chapter 718, F.S.**; and for owning, operating, leasing, selling, trading and otherwise dealing with such real or personal property as may be necessary or convenient in the administration of said Condominium. In addition, the Association shall have the following specific powers and duties:

(a) Power to Manage Condominium Property, Contract, and Sue. The Association may contract and sue with respect to the exercise or non-exercise of its powers, duties and functions. For this purpose, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property. After control of the Association is obtained by the Members other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Members concerning matters of common interest to most or all Members, including but not limited to, the common elements; the roof and structural components of all building or other improvements; mechanical, electrical, and plumbing elements serving an improvement or a building; representations of the Developer pertaining to any existing or proposed commonly used facilities; and protesting ad valorem taxes on commonly used facilities and on Units; and may defend actions in eminent domain or bring inverse condemnation actions.

(b) Assessments; Management of Common Elements. The Association has the power to make and collect Assessments as to each Unit and to lease, maintain, repair, replace, alter, add to, improve, administer, and operate the common elements and limited common elements as provided in the Declaration and applicable law. The Association may pay ad valorem taxes and special assessments, which are liens against any part of the Condominium other than the Units and assess the Members therefor. The Association also may contract for utilities for the Condominium (including the Units on a bulk service basis) and assess Members for same. The Association may act as agent for Members as required by and in accordance with applicable law in connection with the collection from Members of ad valorem taxes and special assessments and the remittance of same to the county tax collector or appropriate authority. The Association may use the proceeds of the Assessments in the exercise of its powers and duties, and enforce levy of the Assessments as to each Unit through lien and foreclosure or by such other action as may be allowed by the Declaration of applicable law.

The Association may not charge a use fee against a Member for the use of the common elements or the Association property unless otherwise provided in the Declaration or by a majority vote of the Association or unless the charges relate to the expenses incurred by a Member having exclusive use of the common elements or Association Property.

(c) Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary in its discretion for the maintenance, repair, or replacement of any common elements or limited common elements or of any portion of a Unit to be maintained by the Association pursuant to the

Declaration or as necessary to prevent damage to the common elements, the limited common elements, or a Unit.

(d) Operation of Phase Condominiums. The Association may not operate the Condominium in a phase project.

(e) Title to Property. The Association has the power to acquire title to or otherwise hold, convey, lease, grant possessory or use interests in, and mortgage Association property for the use and benefit of its Members on terms the Board of Directors of the Association ("Board") may deem reasonable. The power to acquire personal property shall be exercised by the Board in its discretion. The Association may purchase Units for any purpose and hold, lease, mortgage, or convey such Units on terms and conditions approved by the Board. Except as otherwise permitted in **Section 718.111(8) and (9) and 718.114, F.S.**, the Association may not acquire, convey, lease, or mortgage Association real property except in the manner provided in the Declaration. Subject to **Section 718.112(2)(m), F.S.**, the Association, through its Board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

(f) Purchase of Leases. The Association has the power to purchase any land lease or recreation lease as provided in the Declaration.

(g) Purchase of Units. The Association has the power, except as prohibited by the Declaration, these Articles, or the Bylaws, to purchase Units and to acquire, hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments as to the Unit, or to take title by deed in lieu of foreclosure.

(h) Easements. Except as prohibited or as otherwise prescribed by the Declaration, the Board has the authority, without the joinder of any Member, to grant, modify, or move any easement, if the easement constitutes part of or crosses the common elements, the limited common elements, or Association Property. The Board is not authorized to modify, move, or vacate any easements created in whole or in part for the use or benefit of anyone other than the Members, or which crosses the property of anyone other than the Members, without consent or approval of those persons having the use and benefit of the easement, as required by law or by the instrument creating the easement. Nothing in this subsection affects the minimum requirements of **Section 718.104(4)(m), F.S.**, or the powers enumerated in **Section 718.111(3), F.S.**

(i) Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the common elements, the limited common elements, and the Condominium Property required to be insured by the Association pursuant to **Section 718.111(11)(b), F.S.**, and as provided in the Declaration. The Association also may obtain and maintain other

insurance including, but not limited to, liability insurance for the directors and officers, insurance for the benefit of the Association employees, and flood insurance for common elements, limited common elements, Association property, and units. The Association or a group of associations may self-insure against claims against the Association, the Association property, and the condominium property required to be insured by the Association. A copy of each policy of insurance in effect shall be made available for inspection by Members at reasonable times.

Every hazard policy issued to protect the Condominium shall comply with Florida law. Every insurance policy issued to an individual Member shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

(j) Official Records. From the inception of the Association, the Association shall maintain each of the items, when applicable, which shall constitute the office record of the Association which are more fully set out in **Section 718.111(12)(a)1-15, F.S.** The official records of the Association shall be maintained with the state. The official records of the Association shall be made available to a Member as required by Section 718.111(12)(b)-(d), *F.S.*

(k) Financial Reports. The Association shall prepare and deliver financial reports in accordance with Section 718.111(13), *F.S.*

(l) Commingling. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association may be commingled for purposes of investment only. No manager or business entity required to be licensed or registered under **Section 468.432, F.S.**, and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with funds from any other condominium association or community association.

(m) Rules and Regulations. The Association has the power to adopt and enforce Rules and Regulations concerning the Units, the common elements, the limited common elements, and Association property.

(n) Enforcement. The Association has the power to enforce by legal means the provisions of **Chapter 718, F.S.**, and the Condominium Documents.

(o) Employment of Service Personnel. The Association has the power to employ personnel and enter into agreements reasonably necessary for the performance of services required for the proper exercise of the rights, duties, powers, and functions of the Association.

(p) Contracts for Services. The Association has the power to enter into contracts the Board deems desirable and reasonable, for the provision of services to the Association or the Members, including but not limited to contracts for telephone, water, sewer, gas, cable television, security, and pest control services.

(q) Contract for Management and Maintenance. The Association has the power to contract for the management and maintenance of the Condominium and to authorize a management firm to act as the managing entity of the Condominium, and accordingly, perform all of the functions and duties of the Association in its capacity as the managing entity pursuant to the Declaration, and any applicable law.

(r) Authorize Private Use of the Common Elements. The Association may authorize Members or others to use portions of the common elements for private purposes. Reasonable charges may be imposed provided an agreement is entered into between the Association and the user.

(s) Common Law and Statutory Authority. The Association has the power to exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in these Articles and as permitted by common law and the applicable *Florida Statutes* which are not in conflict with the terms of these Articles, the Declaration, the Bylaws of the Association, and the Condominium Act.

Article III **Qualification of Members and the Manner of their Admission**

Section 1. The Incorporator shall constitute the sole Member of this Association until the recording of the Declaration naming the Association as the condominium association. On recording of the Declaration, the Developer shall own all of the memberships in the Association. When the purchase price is paid and the deed to a Unit is issued and recorded, the Owner automatically becomes a Member. If additional phases are added to the Condominium, the Developer initially shall hold all new memberships created, and when the purchase price is paid and the deed to the Unit is issued and recorded, the Owner automatically becomes a Member.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights, powers, and privileges as a Member. A Unit may be owned by one or more individuals or by a corporation, partnership, trust, or any other appropriate entity with the power to hold title.

In any situation where a Member is entitled personally to exercise the votes for its Unit and when more than one individual or entity holds the interest in any Unit required for membership, the votes for such Unit shall be exercised as those Persons themselves determine and advise the Secretary of the Association prior to any meetings. In the absence of such advice, the Unit's vote shall be suspended in the event more than one individual or entity seeks to exercise it.

Section 3. Membership shall terminate on the termination of the Condominium, or on transfer of a Member's ownership in the Unit (for that Unit only if more than one is owned), provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership automatically shall transfer and be vested in

the new Owner succeeding to the ownership interest in the Unit, subject to a lien for all unpaid Assessments as to the Unit. The Association may rely on a recorded deed as evidence of transfer of a unit and terminate the transferor's membership and recognize the membership of the transferee.

No Member may assign, hypothecate or transfer in any manner its membership in the Association except as an appurtenance to its Unit.

Unless a different number is required by the Bylaws, Declaration Of Condominium of this Corporation or by Florida Statute, a quorum of Members shall be attained by the presence either in person or by proxy, of persons entitled to cast one-third (33 1/3%) of the votes of Members.

Article IV
Term of Existence

The Association shall have perpetual existence.

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 owners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved corporation and its properties in the place and stead of the dissolved corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved corporation and its properties.

Article V
Incorporator

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

RUSSELL L. GAY
300 Countyline Court, Suite 1, Oakland, Florida 34787

Article VI
Officers

The officers of the Association shall consist of a president, vice-president, secretary, treasurer, and such other officers as the Board may from time to time deem appropriate. The officers of the Association shall be elected at the first meeting of the Board, and each annual meeting of the Board thereafter. Any officer may be removed at any meeting by the affirmative vote of a majority of the directors of the Board, either with or without cause, and any vacancy in any office may be filled by the Board at any Board meeting.

The names of the officers who shall serve until the election of their successors are:

<u>Name</u>	<u>Office</u>
RUSSELL L. GAY	President
JANE GAY	Secretary
JANE GAY	Treasurer

Article VII
Board of Directors

Section 1. The affairs of the Association shall be managed and conducted by a Board consisting of at least three (3) natural persons who are 18 years of age or older.

Section 2. The initial Board shall consist of three (3) persons. The names and addresses of the initial Board who shall hold office until their successors have been elected and qualified are as follows:

RUSSELL L. GAY
300 Countyline Court, Suite 1, Oakland, Florida 34787

JANE GAY
300 Countyline Court, Suite 1, Oakland, Florida 34787

GORDON B. GAY
300 Countyline Court, Suite 1, Oakland, Florida 34787

Provisions regarding the election, removal, and filling of vacancies on the Board shall be stated in the Bylaws.

Developer reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

Notwithstanding the resignation of the First Board upon the Turnover Date as provided herein, so long as Developer continues to own any interest within the Property, Developer shall be entitled (but not required) to appoint one (1) Director.

Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon by him or her in connection with any proceeding, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or officer may be entitled by common or statutory law.

The Association, the Board of Directors, Developer and any member, agent, or employee of any of the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

Article VIII

Bylaws

The original Bylaws of the Association shall be adopted by the Board. Thereafter the Bylaws may be, altered, modified, or rescinded by the action or approval of a majority of a quorum of Members present, in person or by proxy, at a regular or special meeting of the Members. However, any such change of the Bylaws shall not affect the rights or interests of the Developer, its successors, or assigns, or a mortgagee of any Condominium property or any Unit without the written consent of the Developer and/or mortgagee, respectively. The manner of amending, altering, modifying, or rescinding the Bylaws shall be as set forth in the Bylaws.

Article IX

Amendments to Articles

Section 1. Amendments to these Articles of Incorporation shall be made in the following manner:

(a) A resolution for the adoption of the proposed amendment may be proposed either by the Board or by the Members of the Association, and after being proposed and approved by either the Board or the Members, must be submitted for approval by the other. Approval must be by at least a majority of the Members and by at least a majority of the Board. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the change to be effected shall be given to each Member of record entitled to vote within the time and in the manner provided in these Articles for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

Section 2. Any number of amendments may be submitted and voted on at one meeting.

Section 3. Notwithstanding anything in these Articles to the contrary, no amendment shall make any change in the qualifications for membership without approval in writing of **all of the Members** and the consent of all record holders of mortgages on any Condominium Property or Association Property. No amendment shall be made that is in conflict with **Chapter 718, F.S.**, or the Declaration. No amendment which affects the rights and privileges provided to the Developer in **Chapter 718, F.S.**, or the Declaration shall be effective without written consent of the Developer. No amendment shall be effective until filed in accordance with the applicable Florida corporation laws and a certified copy of the Articles of Amendment to these Articles are recorded in the Public Records of Orange County, Florida.

Article X Voting

Section 1. Each Unit is entitled to one vote pursuant to the terms and conditions of the Declaration.

Section 2. Votes may be cast either in person or by proxy, subject to the provisions of the Bylaws and **Chapter 718, F.S.** Any person appointed as proxy may, but need not be, an officer or director of the Association, or affiliated with Developer, its successors, or assigns.

Section 3. For purposes of these Articles, the Bylaws, the Declaration, or any other document of the Association or Condominium, the term "**all Members**" when used with reference to voting shall mean the total of all Members entitled to vote and shall not mean just those Members present at the meeting in person or by proxy. No vote appurtenant to a Unit shall be cast at any meeting unless the Member(s) owning the Unit is registered on the membership book of the Association.

Developer shall be a Member of the Association until it no longer owns any portion of the Property. Membership of Owners other than Developer shall be established as follows: The Association shall have two (2) classes of voting membership ("Class Members"):

- (1) "Class A Members" shall be all Members, with the exception of Developer, and shall be entitled to vote as set forth in the Declaration.

(2) "Class B Member" shall be Developer and any single successor or assign of Developer which takes title to any part of the Property for the purpose of development and sale, and which is designated as such in a recorded instrument executed by Developer. The Class B Member shall be entitled to three times the votes of each Member plus one. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"): (i) At such time as Developer, in its discretion, shall designate in writing to the Association; or

(ii) When Developer shall no longer own any interest in the Property.

Article XI **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. 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, the Association may pay compensation in a reasonable amount to its Members, directors, or officers for services rendered, may confer benefits on its Members in conformity with its purposes, and on dissolution or final liquidation may make distributions to its Members as permitted by a court of competent jurisdiction. No such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income.

Section 3. When the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Should any paragraph, sentence, phrase, or portion of any provision of these Articles or of the Bylaws or rules and regulations be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts, the remaining instruments, or the application of such provisions to different circumstances.

Article XII
Registered Agent

The name and address of the initial registered agent, and the address of the initial registered office of the service of process on the Association within Florida are:

RUSSELL L. GAY
300 Countyline Court, Suite 1, Oakland, Florida 34787

In Witness Whereof, the subscribing Incorporator has set his hand and seal and caused these

Articles of Incorporation to be executed this 31ST day of May, 2006.

I HEREBY AM FAMILIAR WITH AND ACCEPT
THE DUTIES AND RESPONSIBILITIES OF THE
REGISTERED AGENT.

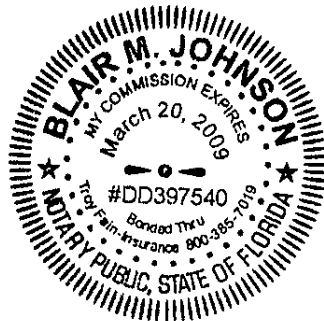

RUSSELL L. GAY

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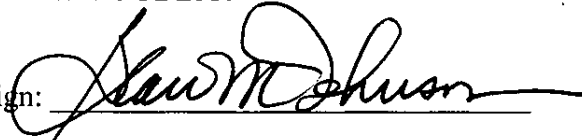
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31ST day of May, 2006, by **RUSSELL L. GAY**, who is personally known to me, who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes expressed in the Articles.



NOTARY PUBLIC:

Sign: 

Print: _____
State of Florida at Large (Seal)

My Commission Expires: