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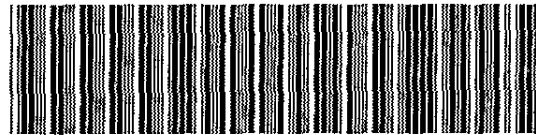
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2006

OVERSTREET, MILES, RITCH & CUMBIE, P.A.
ATTORNEYS AT LAW

100 Church Street
Kissimmee, Florida 34741

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August 15, 2006

State of Florida
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Lake Cecile Resort Homes Homeowners Association, Inc.

Gentlemen:

Enclosed you will find original and one copy of Articles of Incorporation, together with our firm check in the amount of \$70.00 for the filing fee. Kindly acknowledge receipt in care of this office.

Thanking you, I am

Yours truly,



R. Stephen Miles, Jr.

RSM, Jr.:dw
Enclosures

**ARTICLES OF INCORPORATION
OF
LAKE CECILE RESORT HOMES HOMEOWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a corporation not for profit, pursuant to the laws of Florida, hereby adopts the following Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be Lake Cecile Resort Homes Homeowners Association, Inc.

ARTICLE II

ADDRESS OF ASSOCIATION

The street address of the initial registered office of this corporation is 13899 Biscayne Boulevard, Suite 154, North Miami Beach, Florida 33181 and the name of the initial registered agent of this corporation at that address is Horacio Lacerda. The mailing address of the corporation is also is 13899 Biscayne Boulevard, Suite 154, North Miami Beach, Florida 33181.

ARTICLE III

PURPOSE OF ASSOCIATION

The general nature, objects and purposes of the Association shall be:

- A. To promote the health, safety and social welfare of the owners of the property described as Lake Cecile Resort Homes, according to the Plat thereof filed among the public records of Osceola County, Florida, and the owners of the property units thereof platted subsequent to the date hereof;
- B. To provide for the improvement, maintenance and preservation of said property;
- C. To administer and enforce all of the terms and conditions of that Declaration of Covenants and Restrictions for Lake Cecile Resort Homes Homeowners Association and all subsequently platted units thereof, together with those matters and things shown on the recorded plats of said subdivision and subsequently platted units;
- D. To operate without profit for the sole and exclusive benefit of its members.

ARTICLE IV
POWERS OF ASSOCIATION

The Association shall have all of the powers and duties reasonably necessary to operate and maintain the Association as granted by Florida Statutes Chapter 617, including but not limited to, to the following:

A. To exercise and enforce all of the powers, privileges and duties set forth in the above described Declaration of Covenants and Restrictions for the Lake Cecile Resort Homes Homeowners Association as it presently exists and as it may be amended, together with those contained in like declarations applicable to subsequently platted units;

B. To establish, levy, collect and enforce payment of all fees against members as unit owners, dues, charges or assessments pursuant to the terms of the aforesaid Declaration of Covenants and Restrictions for the Lake Cecile Resort Homes Homeowners Association or By-laws of the Association for all of the purposes of the Association and to create and establish reasonable reserves for the purposes;

C. To pay all expenses incident to the conduct of the business of the Association;

D. To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

E. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property and to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association;

F. To charge recipients for services rendered by the Association and the user for the use of Association property where such is deemed appropriate by the Association;

G. To pay taxes and other charges, if any, on or against any property owned, used or accepted by the Association;

H. To borrow money and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for money borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payments for such obligations by mortgages, pledges or other instruments of trust, by liens upon or assignment of or agreement in regard to all or any part of the property rights or privileges of the Association;

I. To maintain, repair, replace, reconstruct, add to and operate the Association

property and other property acquired or leased by the Association.

J. To approve or disapprove the transfer, ownership and possession of units as may be provided by the Declaration of Covenants and Restrictions.

K. To purchase insurance on the Association property and insurance for the protection of the Association, its officers, directors and unit owners.

L. To contract for the maintenance and management of the Association property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements and Association property with such funds as shall be made available by the Association for such purposes.

M. To employ personnel to perform the services required for the proper operation of the Association property.

N. The power to sue and be sued.

O. To exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida with regard to corporations not for profit may now or hereafter have or exercise under said laws.

ARTICLE V

MEMBERSHIP

The members of the Association shall consist of the fee simple owners of the platted lots and units of Lake Cecile Resort Homes according to the Plat thereof recorded among the public records of Osceola County, Florida. Membership shall be as a result of the ownership of a platted lot and unit and may not be separated from such ownership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting members:

Class A - Class A members shall be all unit owners, with the exception of the Developer, and shall be entitled to one vote for each unit owned. When more than one person holds an interest

in any unit, all such persons shall be members. The vote for such units shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit.

Class B – The Class “B” Member(s) shall be Developer and each successor of Developer who takes title to any unimproved tract for the purpose of development and sale of units and to whom Developer assigns in writing one or more of the Class “B” votes. Upon the execution of the Declaration of Covenants and Restrictions, the Class “B” Members shall be entitled to five (5) votes for each vote entitled to be cast for each unit owned by said Developer until such time as ninety percent (90%) of the units within the subdivision are sold or upon Declarant’s written determination, in its sole and absolute discretion, to effect the transfer of such majority control of the Board of Directors of the Association, whereupon the Developer shall have only one (1) vote per unit owned.

The Class “B” membership shall terminate and become converted to Class “A” membership upon the happening of the following:

- (1) When ninety percent (90%) of the units within the subdivision are sold; or
- (2) Upon Declarant’s written determination, in its sole and absolute discretion, to effect the transfer of such majority control of the Board of Directors of the Association.

ARTICLE VII

BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) directors. The exact number of directors shall be fixed from time to time by the By-laws as adopted and amended by the membership of the Association. The Developer of Lake Cecile Resort Homes shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws. The initial Board of Directors shall consist of three (3) directors, who shall hold office until the election of their successors, and the names and addresses of the members of the first Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Sergio Souza	17970 Northeast 31 st Court, Apt. 4115 Aventura, FL 33160
Horacio Lacerda	11870 Lake Fern Drive Jacksonville, FL 32258

Leandro Paiva

17980 Northeast 31st Court, Apt. 1110
Aventura, FL 33160

ARTICLE VIII
OFFICERS

The officers of the Association shall be a President, a Vice Present, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, establish. Any two or more offices may be held by the same person except the offices of President and Secretary may not be held by the same person. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the members of the Association. The names and addresses of the initial officers who shall serve until their successors are elected by the Board of Directors are:

President:	Sergio Souza 17970 Northeast 31 st Court, Apt. 4115 Aventura, FL 33160
Vice President	Horacio Lacerda 11870 Lake Fern Drive Jacksonville, FL 32258
Secretary and Treasurer	Leandro Paiva 17980 Northeast 31 st Court, Apt. 1110 Aventura, FL 33160

ARTICLE IX
DURATION

The Association corporation shall have perpetual existence.

ARTICLE X
BY-LAWS

The members of the Association shall adopt By-laws consistent with these Articles of Incorporation and said By-laws may be amended, altered or rescinded by the majority vote of the membership of the Association.

ARTICLES XI

CONTRACTS BETWEEN ASSOCIATION AND OFFICERS/DIRECTORS

No contract or transaction between the Association and one or more of its officers or directors or between the Association and any other legal entity in which one or more of the officers or directors of the Association are interested in any manner, shall be invalid, void or voidable solely for that reason, or solely because an officer or director of the Association is present at or participates in the meeting of the Board of Directors of the Association or any committee thereof which authorized such a contract or transaction, or solely because of the vote of such officer or direction in connection therewith. No officer or director of the Association shall incur a liability by reason of the fact that such officer or director is or may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at the meeting of the Board of Directors or any committee thereof which authorizes contracts or transaction.

ARTICLE XII

DISSOLUTION

This Association may be dissolved upon the written consent of three-fourths (3/4) of the votes entitled to be cast by the membership of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets, specifically including the Surface Water or Storm Water Management System, of the Association shall be dedicated to an appropriate public agency and shall be used for purposes similar to those for which this Association was created. In the event that such dedication is refused or in the event that those persons voting for dissolution so indicate, such assets shall be granted, conveyed or assigned to any other non-profit corporation devoted to such similar purposes.

ARTICLE XIII

AMENDMENTS

These Articles may be altered, amended, or repealed in the following manner:

A. Notice of the proposed amendment shall be included in the notice of any meeting in which a proposed amendment is considered and shall contain the proposed amendment or a summary of the changes to be affected thereby.

B. A resolution for the adoption of the proposed amendment may be proposed either by the Board of Directors or by the members of the Association, however, the proposed amendment

shall be adopted only by at least two-thirds of the votes entitled to be cast by the members of the Association or as otherwise described in the Declaration of Covenants and Restrictions for Lake Cecile Resort Homes.

C. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer and/or institutional first mortgagees, unless Developer and/or institutional first mortgagees, as applicable, join in any such amendment. No amendment shall be made that is in conflict with the By-Laws or the Declaration of Covenants and Restrictions for Lake Cecile Resort Homes. No amendment to this section shall be valid.

D. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a certified copy by the Secretary of State shall be recorded into the public records of Osceola County, Florida.

ARTICLE XIV

SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation

Horacio Lacerda

11870 Lake Fern Drive
Jacksonville, FL 32258

ARTICLE XV

INDEMNIFICATION

Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or on behalf of, the Association) by reason of the fact that he is or was a director, officer, committee member, employee or agent (Indemnitees) of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or,

with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, committee member, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association.

Expense Indemnification. To the extent that a director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in this section, or in defense of any claim, issue, or matter thereon, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

Indemnification Determination. Any indemnification under this section, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, committee member, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth above. Such determination shall be made:

- (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding;
- (c) by independent legal counsel:
 - 1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b), or
 - 2. if a quorum of the directors cannot be obtained for paragraph (a) and the

Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which directors who are parties may participate); or

- (d) by a majority of the voting interests of the members of the Association who were not parties to such proceeding.

Reasonableness of Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph (c) above shall evaluate the reasonableness of expenses and may authorize indemnification.

Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of that final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount that is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

Exclusivity Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses to any of its directors, officers, committee members, employees, or agents, under any by-law, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act were material to the cause of action so adjudicated and constitute:

- (a) a violation of criminal law, unless the director, officer, employee or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful,
- (b) a transaction from which the director, officer, committee member, employee, or agent derived an improper personal benefit, or
- (c) willful misconduct or a conscious disregard for the best interests of the

Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, committee member, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

Definitions. For purposes of this section on indemnification, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, committee member, employee or agent of the Association that imposes duties on such persons.

Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this section on indemnification shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

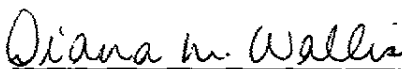
IN WITNESS WHEREOF, the subscriber has executed these Articles of Incorporation on this 15th day of August, 2006.

WITNESSES:


Printed Name: R. STEPHEN MILES, JR.



Horacio Lacerda

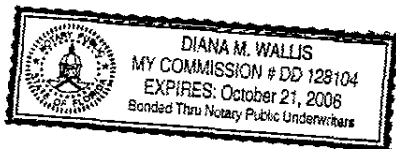

Printed Name: Diana M. Wallis

STATE OF FLORIDA
COUNTY OF OSCEOLA, ss:

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Horacio Lacerda, to me known to be the person described as subscriber in and who executed the foregoing Articles of Incorporation and acknowledged before me that he/she executed and subscribed to the same. He is personally known to me or has produced Fla Driv Lic as identification.

WITNESS my hand and seal this 15th day of August, 2006.

(NOTARY SEAL)



Diana M. Wallis

NOTARY PUBLIC, State of Florida

ACCEPTANCE OF REGISTERED AGENT

I, Horacio Lacerda, having been named to accept service of process for Lake Cecile Resort Homes Homeowners Association, desiring to organize under the laws of the State of Florida, with its principal office at 13899 Biscayne Boulevard, Suite 154, North Miami Beach, Florida 33181, hereby accepts to act as Registered Agent for said corporation, and agrees to comply with the provisions of the Florida Statutes, to keeping open said office, and upon whom process may be served.

[Signature]

Horacio Lacerda

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA