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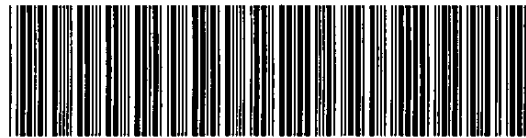
(Business Entity Name)

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FILED
2006 OCT -9 P 3:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

10-10-06
498

COVER LETTER

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

SUBJECT: Tierra Del Sol Owners Association, Inc.
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Linda Smith
Name (Printed or typed)

2460 Sand Lake Road
Address

Orlando, FL 32809
City, State & Zip

407-251-2240
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION

OF

TIERRA DEL SOL OWNERS ASSOCIATION, INC.

FILED
2006 OCT -9 P 3:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE 1.
NAME

The name of the corporation is **TIERRA DEL SOL OWNERS ASSOCIATION, INC.** (the "Association").

ARTICLE 2.
PRINCIPAL OFFICE

The principal office and mailing address of the Association shall be 2460 Sand Lake Road, Orlando, Florida 32809 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be designated by the Board of Directors.

ARTICLE 3.
DEFINITIONS

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Covenants, Restrictions and Easements for Tierra del Sol (said declaration as may be amended from time to time is hereinafter referred to as the "Declaration"), recorded or to be recorded in the Public Records of Polk County, Florida.

ARTICLE 4.
PURPOSE AND POWERS OF THE ASSOCIATION

- 4.1 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 Lots, Units, Limited Common Areas and Common Areas within that certain tract of land more particularly described in the Declaration and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Governing Documents. The Association shall have all of the powers and duties permitted by law, except as limited by the Governing Documents, and all of the powers and duties reasonably necessary to operate the Association.

- 4.2 All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Governing Documents.

ARTICLE 5.
MEMBERSHIP

Every Owner of a Lot which is subject 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 6.
VOTING RIGHTS

The voting rights of each Owner are set forth in the Declaration. All votes shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

ARTICLE 7.
BOARD OF DIRECTORS

- 7.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors.
- 7.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Governing Documents shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.
- 7.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner, for the term and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 7.4 **First Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

NAME

Michael D. Crosbie
2460 Sand Lake Road
Orlando, FL 32809

Jason Williams
2460 Sand Lake Road
Orlando, FL 32809

Keith Durden
2460 Sand Lake Road
Orlando, FL 32809

- 7.5 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented, legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence, or a Committee if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 8. **OFFICERS**

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the Bylaws of this Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

<u>Office:</u>	<u>Name:</u>	<u>Address:</u>
President	Michael D. Crosbie	2460 Sand Lake Road Orlando, FL 32809
Vice President	Jason G. Williams	2460 Sand Lake Road Orlando, FL 32809
Secretary/Treasurer	Keith Durden	2460 Sand Lake Road Orlando, FL 32809

ARTICLE 9. **DISSOLUTION**

The Association may be dissolved with the approval of two-thirds (2/3) of the votes of each class of Voting Members represented at a meeting of the members in person or by proxy at which a quorum has been attained. 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 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 not for profit corporation, association, trust or other organization devoted to such similar purposes.

ARTICLE 10. **DURATION**

The Association shall exist perpetually.

ARTICLE 11. **INCORPORATOR**

The incorporator is Jason Williams, whose address is 2460 Sand Lake Road, Orlando, FL 32809.

ARTICLE 12. **AMENDMENTS**

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

- 12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 Adoption. These Articles may be amended as follows:

- (a) During the Declarant Control Period, all amendments or modifications shall only be made by the Declarant without the requirement of the consent of the Association or any Neighborhood Association or the consent of any of the Owners so long as such amendments or modifications do not materially and adversely impair the general plan of development of Tierra del Sol; provided, however, the Association and any Neighborhood Association shall, forthwith upon request of the Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Declarant shall, from time to time, request. Any amendments or modifications to the Articles which materially and adversely impair the general plan of development of Tierra del Sol will required the approval of the Members as provided in Section 12.2(b)
 - (b) After the Declarant Control Period, a proposed amendment to these Articles must be approved by not less than 66-2/3% of the votes cast by the Class A Voting Members and by not less than 66-2/3% of the votes cast by the Class B Voting Members present in person or by proxy at a duly called meeting of members and the affirmative vote or written approval of the Declarant so long as Declarant (or any of its affiliates) owns any portion of Tierra del Sol.
 - (c) Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Declarant alone during the Declarant Control Period and by the Board thereafter and without the need for approval of the Owners.
- 12.3 Limitation. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant, a Participating Builder or any affiliate of the Declarant respectively without the prior written consent of whichever of them is affected.
- 12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Polk County, Florida with a specific reference to the book and page of the Public Records where the Declaration was recorded which contained, as an exhibit, the initial recording of these Articles.

ARTICLE 13. **BYLAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 14. **INDEMNIFICATION**

- 14.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he is or was a Director, officer, committee member, employer or agent (each, an "Indemnitee") 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.

- 14.2 Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by 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, except that no indemnification shall be made under this Section in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 14.3 Indemnification for Expenses. 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 Section 14.1 or 14.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 14.4 Determination of Applicability. Any indemnification under Section 14.1 or Section 14.2, 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 in Section 14.1 or Section 14.2. 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, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may vote on the members of the Committee) consisting solely of two or more Directors who are not at the time parties to the proceeding;
 - (c) By independent legal counsel selected:

1. 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), then by a majority of the voting interests of the Voting Members of the Association who were not parties to such proceeding.

14.5 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 the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount if he 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.

14.6 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article 14 are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, officers, employees, or agents, under any bylaw, agreement, vote of Members or disinterested Directors, or otherwise. However, indemnification or advancement of expenses shall not be made to or on behalf of any Director, officer, committee member, 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 the criminal law, unless the Director, officer, committee member, 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.

14.7 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 14 shall continue 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.

14.8 Definitions. For purposes of this Article 14, 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

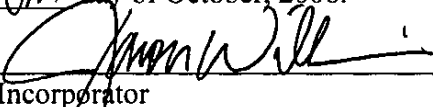
type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer.

- 14.9 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provision of this Article 14 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 15.
INITIAL REGISTERED AGENT

Michael D. Crosbie, whose address is 2460 Sand Lake Road, Orlando, FL 32809, is hereby appointed the initial registered agent of this Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 6th day of October, 2006.



Incorporator

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 6th day of October, 2006, by Jason G. Williams, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

(NOTARY SEAL)




(Notary Signature)

Linda Smith
(Notary Name Printed)

NOTARY PUBLIC

Commission No. 3121107

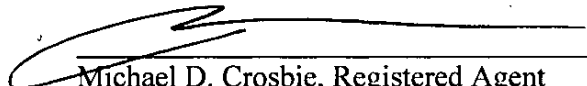
REGISTERED AGENT CERTIFICATE

In pursuance of the Florida Not For Profit Corporation Act, the following is submitted, in compliance with said statute:

That Tierra del Sol Owners Association, Inc. desiring to organize under the laws of the State of Florida has named Michael D. Crosbie, whose address is 2460 Sand Lake Road, Orlando, Florida 32809, as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states he is familiar with §617.0501, Florida Statutes.


Michael D. Crosbie, Registered Agent

Dated: October 6th, 2006

FILED
2006 OCT -9 P 3:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA