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STEARNS WEAVER MILLER

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Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION

VISTA CLUB HOTEL CONDOMINIUM ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
FOR
VISTA CLUB HOTEL CONDOMINIUM ASSOCIATION, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned Incorporator hereby submits these Articles of Incorporation (these "Articles") to the Florida Department of State, Division of Corporations, pursuant to Chapter 617, FLORIDA STATUTES (2006) and Chapter 718, FLORIDA STATUTES (2006), to form a corporation not for profit (the "Association").

ARTICLE 1
NAME

The name of the corporation shall be VISTA CLUB HOTEL CONDOMINIUM ASSOCIATION, INC.

ARTICLE 2
PURPOSE

The Association is hereby incorporated to serve as a mandatory-membership condominium association for that certain condominium known as "VISTA CLUB HOTEL, A CONDOMINIUM" (the "Condominium"), to be created by the recording of that certain Declaration of Condominium for Vista Club, A Condominium, in the Public Records of Orange County, Florida (the "Declaration"), and, thereafter, to perform all of the obligations and duties of the Association, and exercising all of the rights and powers of the Association, in the interests of the Unit Owners and as specified in the Declaration, these Articles, the Bylaws, and the Florida Condominium Act, as codified at Section 718.101 *et seq.*, FLORIDA STATUTES (2006).

ARTICLE 3
DEFINITIONS

All capitalized words or terms that are not defined in these Articles shall have the same meanings and definitions as set forth in the Declaration, to be recorded in the Public Records of Orange County, Florida, and/or the By-Laws, unless herein provided to the contrary, or unless the context otherwise requires.

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ARTICLE 4
PRINCIPAL PLACE OF BUSINESS

The Association's initial principal place of business and mailing address shall be located at 12490 Apopka Vineland Road, Orlando, Florida 32836. The Board of Directors may change the Association's principal place of business and mailing address, from time to time, by filing the Association's new principal place of business and new mailing address with the Florida Department of State, Division of Corporations.

ARTICLE 5
INITIAL REGISTERED OFFICE:
ADDRESS AND NAME OF REGISTERED AGENT

The Association hereby designates Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., c/o Charles D. Brecker, Esq., whose offices are located at 200 East Las Olas Boulevard, Suite 2100, Ft. Lauderdale, Florida 33301, as its initial registered office, and hereby further designates Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., as its initial registered agent at such address upon whom all notices and services of process may be served, and which when served, shall constitute proper notice to or service upon the Association. The Board of Directors may change the Association's registered office and/or registered agent, from time to time, by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State, Division of Corporations. The appointment of a new registered agent shall revoke this or any subsequent appointment of a registered agent.

ARTICLE 6
POWERS

The powers of the Association shall include and be governed by the following:

6.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit organized under the laws of the State of Florida, including those powers set forth in Section 617.0302, Subsections 718.111(3), (4), (5), (7), (8), (9), (10), and (11), and Section 718.114, Florida Statutes (2006), except as otherwise limited by the Florida Condominium Act and the By-Laws.

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6.2 Enumeration. The Association shall have all the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration, and all of the powers and duties reasonably necessary to operate and maintain the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect any and all Assessments and other charges against Members, as Owners, as permitted by the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade, obtain equity and/or credit lines and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to, upgrade, enhance and operate the Condominium Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property, as the same may be amended from time to time, subject, however, to the limitation regarding assessing Hotel Room Units owned by the Developer or Hotel Unit Owner for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws.
- (h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by

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the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (i) To employ personnel to perform the services required for the proper operation of the Condominium.
- (j) To execute all documents or consents, on behalf of all Hotel Room Unit Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Hotel Room Unit Owner, by acceptance of the deed to such Owner's Hotel Room Unit, appoints and designates the Board of Directors of the Association as such Owner's agent and attorney-in-fact to execute, any and all such documents or consents.

6.3 Condominium Property. 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 Declaration, these Articles and the By-Laws.

6.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

ARTICLE 7 ORGANIZATION OF ASSOCIATION

The Association is formed as a non-stock, non-profit corporation pursuant to the provisions of the Act, as codified at Section 718.101 *et seq.*, FLORIDA STATUTES (2006), and the Florida Not For Profit Corporation Act, as codified at Section 617.01011 *et seq.*, FLA. STAT. (2006). The Association does not contemplate pecuniary gain or profit, direct or indirect, and no portion of the Association's revenues or other property shall be distributed or inure to the private benefit of any Member, director, or officer of the Association, except upon the dissolution of the Association pursuant these Articles. The Association shall be organized pursuant to written By-Laws that shall enumerate the powers and duties of the officers and directors of the Association, the rights and obligations of the Members, and the fundamental procedures for the conduct of the Association's business and affairs. The By-Laws shall be adopted by the Board of Directors prior to the commencement of the Association's activities, and, thereafter, may be amended or rescinded in the manner provided therein.

ARTICLE 8 MEMBERS

8.1 Membership. The members of the Association ("Members") shall consist of all Unit Owners within the Condominium. Every Unit Owner shall automatically become a Member upon

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acceptance of a deed or other instrument conveying fee-simple title to, or a present life estate in, a Unit, which mandatory membership shall be appurtenant to and inseparable from the Unit. Such Persons shall automatically cease to be Members when they cease to be Unit Owners. No Member shall have any authority to bind the Association in any way, for any purpose, merely by virtue of being a Member. No Member shall have any individual ownership right, title or interest in or to the Association's revenues and other property, except as an undivided interest in the Common Surplus. The rights and obligations of the Members shall be further defined and described in the Declaration and the By-Laws.

8.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

8.3 Voting. On all matters upon which the membership shall be entitled to vote, the Unit Owners shall be entitled to vote the percentage of voting rights as shown on Exhibit "E-1" of the Declaration, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws.

8.4 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 9 DIRECTORS

9.1 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. Directors need not be Members of the Association or residents of the Hotel Room Units in the Condominium.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by 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.

9.4 Term of Developer's Directors. The Developer of the Condominium 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.

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9.5 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:

<u>NAME</u>	<u>ADDRESS</u>
Michael H. Frost	10100 International Drive Orlando, Florida 32821
Donald P. Heintz	10100 International Drive Orlando, Florida 32821
Robert Stolz	10100 International Drive Orlando, Florida 32821

ARTICLE 10
OFFICERS OF THE ASSOCIATION

The day-to-day operations of the Association shall be vested in three (3) executive officers, namely, the President, the Secretary, and the Treasurer, who shall be elected by the Board of Directors in accordance with the By-Laws (collectively, the "Officers"). The Board of Directors, in its sole discretion, may appoint such additional assistant secretaries and assistant treasurers as the Board deems necessary for the efficient operation of the Association and the execution of the powers vested in the Officers (collectively, the "Assistant Officers"). The Officers shall have the specific powers and authority to take such actions as may be enumerated in the By-Laws or as may be authorized in writing from time to time by the Directors. Upon receipt of the written request of an interested third party, the Secretary may issue a certificate stating the names of the current Officers as evidence of their authority to conduct the business and affairs of the Association and to enter into particular transactions on behalf of the Association. The initial Officers, who shall serve until their successors are designated by the Board of Directors, are as follows:

Michael H. Frost	-	President
Donald P. Heintz	-	Vice President
Robert Stolz	-	Secretary/Treasurer

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ARTICLE 11
INDEMNIFICATION

11.1 **Indemnity.** The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, 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 or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.2 **Expenses.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

11.3 **Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 11.

11.4 **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such,

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whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

11.6 Amendment. Anything to the contrary contained herein notwithstanding, the provisions of this Article 11 may not be amended, repealed, modified, altered or supplemented in any way whatsoever without the prior written consent of all Persons whose interest would be adversely affected by such amendment.

ARTICLE 12 AMENDMENT OF ARTICLES

The Board of Directors may propose amendments to these Articles by an affirmative vote of a majority of the Directors. The Members shall approve any amendment by the affirmative vote or the written consent, or any combination thereof, of Members who hold at least sixty-seven percent (67%) of all of the Voting Interests. If a Member approves or consents to any amendment of these Articles, such Member shall be conclusively presumed to have the authority to approve or consent, and no contrary provision in any Mortgage or contract between the Member and a third party shall affect the validity of such amendment. The Board, without the approval of the Members, may adopt any amendment to these Articles that is for the sole purpose of complying with the requirements of any Mortgagee or governmental or quasi-governmental body authorized to fund, insure or guarantee Mortgages that encumber one or more of the Hotel Room Units, as such requirements may exist from time to time.

No amendment of these Articles may conflict with any provision of the Declaration. Furthermore, no amendment of these Articles shall be effective that has a materially adverse effect on the existing rights or obligations of any Member, as expressly stated in any of the Condominium Documents, unless such Member consents in writing. During the Developer Control Period, all amendments shall require the written consent of Developer.

The Association shall record each amendment in the Public Records, together with a certified copy of the resolution by which the Members approved the amendment and a certificate reciting the Official Records Book and Page where the Declaration was previously recorded in the Public Records, such certificate being executed by the president and attested by the secretary with all of the formalities required of a deed. The text of each amendment shall satisfy the technical requirements of Section 718.112(2)(h) 2, FLORIDA STATUTES (2006). Each amendment shall be effective upon its recording in the Public Records unless a later date is specified in the amendment. Anyone who seeks to challenge the validity of an amendment to these Articles on the basis of the Association's failure to follow proper procedures in adopting such amendment must initiate litigation or file a complaint with the Division on or before the one hundred eightieth (180th) day after the recording of the amendment in the Public Records, or the amendment shall be conclusively deemed to have been validly adopted. In no event shall a change of conditions or circumstances be deemed to amend these Articles.

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ARTICLE 13
TERM OF EXISTENCE

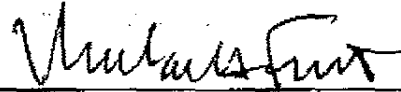
The existence of the Association shall commence at the time of the filing of these Articles with the Florida Department of State, Division of Corporations, and the Association shall have perpetual existence thereafter or until such time as the Association may be dissolved pursuant to the Declaration, the By-Laws, and Sections 617.1402, 617.1403, 617.1405, and 718.117, FLORIDA STATUTES (2006).

Before the Association may complete the winding up of its business and affairs, the Association shall assign and delegate its responsibility for the operation, maintenance and repair of the surface water management system installed within the Condominium Property to an entity that satisfies the requirements of Chapter 40E, FLA. ADMIN. CODE, and such entity shall expressly accept the assignment and delegation of such responsibilities in writing; and the applicable drainage district, as necessary, shall approve the entity and the assignment and delegation, before the effective date of the Association's termination.

ARTICLE 14
BY-LAWS

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.

IN WITNESS WHEREOF, the subscriber has affixed his signature the day and year set forth below.



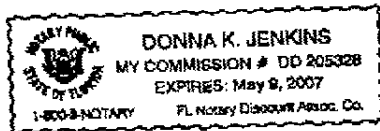
Michael H. Frost

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STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 8th day of March, 2007,
by Michael H. Frost, who is personally known to me or who has produced a driver's license as
identification.



Donna K. Jenkins

Print or Stamp Name: _____
Notary Public, State of Florida at Large
Commission No.: _____
My Commission Expires: _____

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF
PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE
SERVED.**

Having been named as the Association's initial registered agent pursuant to Article 5 of the Articles of Incorporation to accept service of process on behalf of the Association at the registered address identified therein and confirmed below, I hereby execute this certificate as evidence of my acceptance of the Association's appointment of me as its registered agent pursuant to Sections 617.0202(1)(f) and 617.0501, FLORIDA STATUTE (2006). I agree to comply with the requirements of the Florida Statutes relating to the proper and complete performance of my duties as registered agent, and I acknowledge that I am familiar with and hereby accept the obligations of my position as registered agent as provided in Sections 617.0501, 617.0502, 617.0503 and 617.0504, FLORIDA STATUTES (2006).

MARCH 9, 2007
Dated

REGISTERED AGENT:

STEARNS WEAVER MILLER WEISSLER
ALHADETT & SITTERSON, P.A.

By: [Signature]
Charles D. Brecker, Esq.