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FLORIDA PROFIT/NON PROFIT CORPORATION

Lake Nona South (Non-Residential) Community Master A

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ARTICLES OF INCORPORATION
OF
LAKE NONA SOUTH (NON-RESIDENTIAL) COMMUNITY MASTER
ASSOCIATION, INC.
(A Florida Not-for-Profit Corporation)

In compliance with the requirements of, Chapter 617, Florida Statutes the undersigned, a resident of the State of Florida, of full age, and for the purpose of forming a corporation, not-for-profit, does hereby certify as follows:

ARTICLE I

Name

The name of the corporation is Lake Nona South (Non-Residential) Community Master Association, Inc. (hereafter called the "Master Association").

ARTICLE II

Office

The street address of the initial principal office and the initial mailing address of the Master Association is 9801 Lake Nona Road, Orlando, Florida 32827; but the Master Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board.

ARTICLE III

Registered Agent

The initial registered agent of the Master Association shall be B&C Corporate Services of Central Florida, Inc. at 390 North Orange Avenue, Suite 1400, Orlando, Florida 32801.

ARTICLE IV

Definitions

All capitalized terms used herein which are not defined shall have the meaning assigned to them in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community recorded or to be recorded in the official records of Orange County, Florida, as amended and supplemented from time to time ("Declaration"), unless the context indicates otherwise.

ARTICLE V

Purpose and Powers of the Master Association

Section 1. This Master Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which the Master Association is formed are to operate as a Not-for-Profit corporation pursuant to Chapter 617, Florida Statutes; to be and constitute the Master Association to which reference is made in the Declaration; provide for maintenance, preservation and architectural control of such portions of the Property, and any additions thereto, as may hereafter be brought within the jurisdiction of this Master Association pursuant to the Declaration; to levy and collect Assessments in the manner provided in the Declaration, the Governing Documents, and as provided by law; to own, hold, operate, manage, maintain, repair, replace, and take such other actions for such portions of the Property as may be conveyed to the Master Association pursuant to the Declaration and to operate, manage, maintain, repair, replace, and take such other actions for such other real or personal property pursuant to the Declaration; and to exercise all rights and powers and to perform such other duties and discharge such other responsibilities and obligations, as may be imposed upon, or granted, assigned, or delegated to, or otherwise permitted to be exercised by, the Master Association pursuant to the Declaration and the Governing Documents, and as provided by law.

(a) The Master Association shall have all of the powers reasonably necessary to implement the purposes of the Master Association as conferred by law and as set out in the Governing Documents, including, without limitation, the following:

1. To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, repair, replace, enhance, monitor and model, sell, convey, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Master Association.
2. To operate, manage, repair, replace and maintain Common Area, as may be required, permitted, or contemplated by the Declaration and to fulfill any reporting requirements with respect to the Common Area.
3. To make, establish and amend reasonable rules and regulations as may be required, permitted or contemplated by the Declaration governing the use of the Property and the Common Area.
4. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Master Association, including, without limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Master Association.
5. To use the proceeds of the Assessments in the exercise of its powers and duties.
6. To sue and be sued.

7. To enforce by legal means the provisions of the Declaration and the Governing Documents.

8. To employ personnel, agents or independent contractors, to contract for services and to delegate to such parties any and all powers of the Master Association except those powers that are prohibited to be delegated pursuant to the Declaration, the Governing Documents or applicable law.

9. To borrow money and to mortgage, pledge or hypothecate any and all of the Master Association's real or personal property as security for money borrowed or debts incurred.

10. To dedicate, sell or transfer all or any part of the Common Area to the City, any District or any Government Authorities (or utility providers), for such purposes and subject to such conditions as may be approved by the Board.

11. To participate in mergers and consolidations with other Not-for-Profit corporations organized for the same purpose.

12. To exercise architectural control over improvements within the Property pursuant to the rights granted to the Master Association in the Declaration.

13. To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Master Association, with or in association with, any other association, corporation or other entity or agency, whether public or private.

(b) The Master Association shall have and exercise all of the powers and privileges and shall perform all of the duties and obligations of the Master Association as set forth in the Declaration, as the same may be amended or supplemented from time to time, as well as the provisions of the Governing Documents.

(c) The Master Association shall have and exercise any and all common law and statutory powers, rights and privileges which a corporation organized under the Not-for-Profit corporation laws of the State of Florida may now or hereafter have or exercise, including, without limitation, those powers specifically set forth in Section 617.0302, Florida Statutes.

(d) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by law; the powers specified in each of the paragraphs of this Article V are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article V.

Section 2. The Master Association shall make no distributions of income to its Members, directors or officers. The Master Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Master Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Master Association.

ARTICLE VI

Membership

Section 1. Every Owner shall be a Member of the Master 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 Property Unit. If a Property Unit is owned by more than one person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions set forth in the Bylaws and in the Declaration, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

Section 2. The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's spouse. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the secretary of the Master Association.

Section 3. The transfer of the membership of any Owner shall be established by the recording in the Public Records of Orange County, Florida, of a deed or other instrument transferring title to a Property Unit. Upon the recordation of such deed or other instrument, the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Master Association shall not be obligated to recognize such a transfer of membership until such time as the Master Association receives a copy of the deed or other instrument transferring title of the Property Unit. It shall be the responsibility and obligation of the former and new Owners of the Property Unit to provide a copy to the Master Association of such deed or other instrument.

Section 4. The interest of a Member in the funds, liabilities and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Property Unit owned by such Member.

ARTICLE VII

Voting Rights

Section 1. The Master Association shall have two classes of membership, which shall include Class "A" Members and the Class "B" Member.

Section 2. Class "A" Members shall be all Owners. Until the Class "B" membership terminates, the Declarant shall not be a Class "A" Member. Each Class "A" Member shall have the number of votes as provided in Exhibit "F" to the Declaration. No votes or voting rights shall be assigned to or exercised on account of any property which is totally exempt from assessment under Section 7.11.1 of the Declaration. All Class "A" votes shall be cast by the Member or its proxy (except as otherwise specifically provided in the Governing Documents).

Section 3. The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member are specified in the Declaration and the Bylaws. During the Declarant's Control Period the Class "B" Member shall appoint all members to the Board of Directors, except as otherwise provided in the Bylaws. The Class "B" Member shall be entitled to appoint one (1) member of the Board for so long as the Class "B" membership exists. The Class "B" Member may assign and transfer its Class "B" membership status. The Class "B" membership shall terminate upon the earlier of two (2) years after termination of the Declarant's Control Period, or when, in its discretion, the Class "B" Member so determines and declares in a recorded instrument. Upon termination of the Class "B" membership, the Declarant shall become a Class "A" Member and entitled to Class "A" votes for all Property Units which it owns. After termination of the Declarant's Control Period, the Class "B" Member shall continue to have a right to disapprove actions by the Master Association, the Board and any committee of the Master Association as provided in the Governing Documents.

Section 4. The Declarant may, by a Supplement or amendment to the Declaration, create additional classes of membership for the Owners of any additional property submitted to the Declaration pursuant to Article II of the Declaration, with such rights, privileges and obligations as may be specified in such Supplement or amendment to the Declaration, in recognition of the different character and use of the property subject to such Supplement or amendment to the Declaration.

Section 5.

(a) Declarant shall have the right, but not the obligation, until the end of the Declarant's Control Period, from time to time, within its sole and absolute discretion, to merge or consolidate this Master Association with any other property owners association.

(b) After the end of the Declarant's Control Period, the Master Association may be merged with another association if approved by two-thirds of the votes of Members of the Master Association present in person or by proxy at a duly constituted meeting or by written consent.

(c) Upon a merger or consolidation of the Master Association with another property owners association, the Master Association's Common Area, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the property, rights and obligations of another property owners association may, by operation of law, be added to the Common Area, rights and obligations of the Master Association, as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by the Declaration within the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Property and the other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by the Declaration, except as expressly adopted in accordance with the terms hereof.

ARTICLE VIII

Board of Directors

The affairs of this Master Association shall be managed by a Board of not less than three (3) directors, who, during Declarant's Control Period, except as otherwise provided in the Bylaws, shall be officers, directors, employees or representatives of the Class "B" Member who are appointed by the Class "B" Member, in its sole and absolute discretion, and shall serve such terms as may be established by the Class "B" Member at the time of their appointment. After termination of Declarant's Control Period, directors shall be Members of the Master Association, elected by Members as set forth in the Declaration and the Bylaws, provided, however, the Class "B" Member shall be entitled to appoint one (1) member of the Board for so long as the Class "B" membership exists. The number of directors may be changed as provided in the Bylaws or by amendment of the Bylaws. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Lowell T. Ferguson	9801 Lake Nona Road Orlando, Florida 32827
Richard Levey	9801 Lake Nona Road Orlando, Florida 32827
Rob Adams	9801 Lake Nona Road Orlando, Florida 32827

ARTICLE IX

Officers

Subject to the direction of the Board, the affairs of the Master Association shall be administered by a President, a Vice-President, a Secretary, and a Treasurer. Such officers shall be elected by the Board at its first meeting following each annual meeting of the Members of the Master Association. Officers shall serve without compensation at the pleasure of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the offices of President and Vice-President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

<u>NAME</u>	<u>TITLE(S)</u>	<u>ADDRESS</u>
Lowell T. Ferguson	President	9801 Lake Nona Road Orlando, Florida 32827
Richard Levey	Vice-President	9801 Lake Nona Road Orlando, Florida 32827
Rob Adams	Secretary/Treasurer	9801 Lake Nona Road Orlando, Florida 32827

ARTICLE X

Dissolution

During the Declarant's Control Period, the Master Association may be dissolved by a majority vote of the Board. After termination of the Declarant's Control Period, the Master Association may be dissolved with the approval of two-thirds of the votes of Members present in person or by proxy at a duly constituted meeting of the Master Association. Upon dissolution of the Master Association, other than incident to a merger or consolidation, the assets of the Master Association shall be dedicated to the appropriate Government Authorities to be used for purposes similar to those for which this Master Association was created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes. Any portion of the Common Area which is maintained by the Master Association as part of the Surface Water Management System must be conveyed to an entity approved by the South Florida Water Management District, if required by its permit.

ARTICLE XI

Duration

The Master Association shall exist perpetually, unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with Secretary of State of the State of Florida.

ARTICLE XII

Indemnification

This Master Association shall indemnify any and all of its Board members, officers, committee members, employees or agents permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and attorneys' and paralegals' fees and costs actually and necessarily paid or incurred in connection with any

action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a Board member, officer, committee member, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled pursuant to the Declaration or as a matter of law or which he may be lawfully granted.

ARTICLE XIII

Incorporator

The name and address of the incorporator is as follows:

James L. Zboril
9801 Lake Nona Road
Orlando, Florida 32827

ARTICLE XIV

Amendments

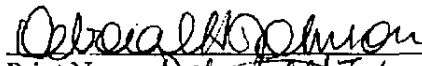
Until the Declarant, or any Related Entity, no longer owns any real property in the Lake Nona DRI/DP, or forty (40) years after the recording of the Declaration, whichever is earlier, the Declarant reserves the exclusive right to unilaterally amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto for any purpose, at any time and from time to time without the consent of any other Person. Thereafter, the Master Association shall have the right to amend or repeal any of the provisions contained in these Articles of Incorporation or any amendments hereto, provided, however, that any such amendment shall be approved by two-thirds of the votes of Members present in person or by proxy at a duly constituted meeting of the Master Association. For so long as the Declarant, or any Related Entity, owns any real property in the Lake Nona DRI/DP, or forty (40) years after the recording of the Declaration, whichever is earlier, no amendment shall conflict with any provisions of the Declaration, nor amend, modify, alter or rescind any rights of the Declarant provided herein, without the express prior written consent of the Declarant which may be granted or withheld in the Declarant's sole and absolute discretion. Any amendments to these Articles of Incorporation which affect the rights of the South Florida Water Management District, shall be subject to the approval of the South Florida Water Management District, if required by its permit. Amendments to these Articles of Incorporation need only be filed with the Secretary of State and do not need to be recorded in the Public Records of the Orange County, Florida.

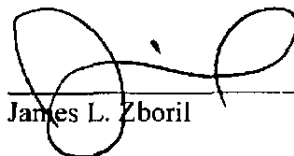
ARTICLE XV**Bylaws**

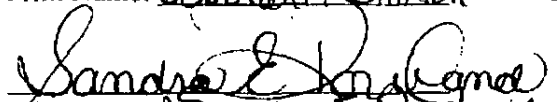
The Bylaws of the Master Association shall be adopted by the first Board, which Bylaws may be altered, amended, modified or rescinded in the manner set forth in the Bylaws.

IN WITNESS WHEREOF, for the purpose of forming this Not-for-Profit corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Master Association, has executed these Articles of Incorporation this 3rd day of May 2007.

Signed, sealed and delivered
in the present of:

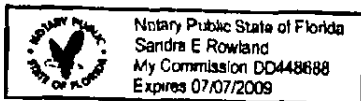

Print Name: Debra L. Johnson

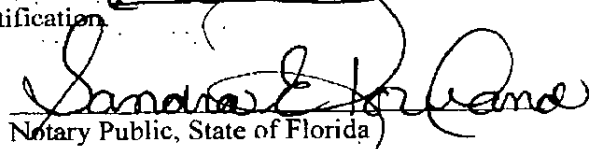

James L. Zboril


Print Name: Sandra E. Rowland

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of May, 2007, by James L. Zboril, who is personally known to me or who has produced _____ as identification.




Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission Number: _____

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

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

That LAKE NONA SOUTH (NON-RESIDENTIAL) COMMUNITY MASTER ASSOCIATION, INC, desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at the City of Orlando, County of Orange, State of Florida, has named B&C Corporate Services of Central Florida, Inc. at 390 North Orange Avenue, Suite 1400, Orlando, Florida 32801, as its registered agent to accept service of process within Florida and to perform such other duties as are required in the State of Florida.

Print Name: Richard Level

~~Secretary~~
Vice President

Date: May 3, 2007

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 agrees to act in this capacity, and agrees to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and the undersigned is familiar with and accepts the obligations of its position of registered agent.

B&C Corporate Services of Central Florida,
Inc.

By: Janice C. Myers

Janice C. Myers, Vice President

Date: 5/3/07

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