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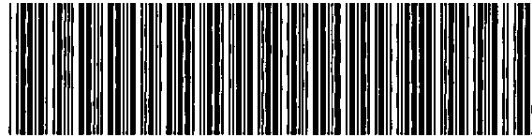
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Sunstate Research

Requester's Name

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City/State/Zip

Phone #

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Tapestry Property Owners Association, Inc
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)



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Certificate of Status

NEW FILINGS



Profit



Not for Profit



Limited Liability



Domestication



Other

AMENDMENTS



Amendment



Resignation of R.A., Officer/Director



Change of Registered Agent



Dissolution/Withdrawal



Merger

OTHER FILINGS



Annual Report



Fictitious Name

REGISTRATION/QUALIFICATION



Foreign



Limited Partnership



Reinstatement



Trademark



Other

Examiner's Initials

FILED
12 OCT 31 PM 6:00
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
TAPESTRY PROPERTY OWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida law, the undersigned Incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation (these "Articles") for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is TAPESTRY PROPERTY OWNERS ASSOCIATION, INC. (the "Association").

**ARTICLE II
DEFINITIONS**

Unless otherwise provided in these Articles, all terms used in these Articles shall have the same definitions and meanings as those set forth in the Master Declaration of Easements, Covenants and Restrictions for Tapestry recorded or to be recorded in the Public Records of Orange County, Florida, as the same may be amended and/or supplemented from time to time pursuant to the terms thereof (the "Declaration").

**ARTICLE III
PRINCIPAL OFFICE OF THE ASSOCIATION**

The principal place of business and the mailing address of the Association is located at 5511 Hansel Avenue, Orlando, Orange County, Florida, 32809.

**ARTICLE IV
REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Association shall be located at 300 South Orange Avenue, Suite 1000, Orlando, Florida, 32801-5403, and the initial registered agent of the Association shall be Corporation Company of Orlando. The Association may change its registered agent or the location of its registered office, or both, from time to time, without having to amend these Articles.

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

Section 1. Purpose. The purposes for which the Association is organized are as follows, at all times subject to the terms, conditions, provisions, and limitations of the Declaration:

(a) To operate as a corporation not-for-profit pursuant to Chapter 617 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time. The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers.

(b) To operate as a property owners association, and to administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration.

(c) To administer, enforce and carry out the terms and provisions of the District Permit and any modifications to the District Permit, and to enforce the terms and provisions of the Development Approvals and any modifications to the Development Approvals.

(d) To administer, enforce and carry out the terms and provisions of the Declaration and any Supplemental Declaration submitting Additional Property to the jurisdiction of or assigning responsibilities, rights or duties to the Association.

Section 2. Powers. The Association shall have the following powers, at all times subject to the terms, conditions, provisions, and limitations of the Declaration:

(a) All of the common law and statutory powers of a not for profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Declaration, these Articles or the Bylaws.

(b) To assist in the enforcement of the terms, conditions and provisions of the Declaration which relate to the Master Drainage System.

(c) To fix, levy and collect Assessments (including without limitation, Annual Assessments and Special Assessments) for the General Expenses from Owners to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties, including, but not limited to, the costs of maintenance, repair and operation of the Master Drainage System.

(d) To fix, levy and collect Special Assessments for the General Expenses from Owners to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

(e) To operate, maintain, manage, repair, control, regulate, replace and/or improve the Master Drainage System, as determined by the Association from time to time and in a manner consistent with the District Permit.

(f) To operate, maintain, manage, repair, control, regulate, replace and/or improve the Common Areas, as determined by the Association from time to time.

(g) To enter into a management contract with a third party for the maintenance and repair of any portion of the Master Drainage System, the Common Areas and/or for the operation of the Association. The Board will carry out this power on behalf of the Association. The management contract may provide a management fee to the management agent and the delegation of certain duties, as may be determined by the Board.

(h) To enter into agreements and/or contracts with professionals, including but not limited to, attorneys and accountants, to assist the Association in its performance of the obligations, services and duties required of or to be performed by the Association.

(i) To collect delinquent Assessments by fine, claim of lien, suit or otherwise and to file and defend any suit or other proceeding in pursuit of all legal and/or equitable remedies or defense of all claims relating to the Declaration, the Bylaws, these Articles and/or Florida law.

(j) To adopt, change, repeal and/or amend the Bylaws in accordance with the terms of the Bylaws.

(k) Any other powers given to the Association pursuant to or by virtue of the Declaration.

ARTICLE VI MEMBERSHIP

Section 1. Each Owner (including Declarant) shall be a Member of the Association, subject to the terms, conditions, provisions, and limitations of the Declaration. Membership in the Association shall be appurtenant to and inseparable from the Parcel giving rise to such membership, and any transfer of record title to a Parcel shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Parcel, subject to the terms, conditions, provisions, and limitations of the Declaration. The interest, if any, of an Owner in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Parcel. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Owner, until such time as that Owner sells, transfers or conveys that Owner's fee simple interest in the Parcel upon which that Owner's membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association shall not recognize a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument transferring or conveying a Parcel, and it shall be the responsibility of the new Owner of a Parcel to provide a copy of such deed or other written instrument to the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of membership with the voting rights as follows:

(a) Class A. Class A Members shall be all Owners, with the exception of Declarant for so long as Class B membership exists.

(1) Except as otherwise provided in the Declaration or as otherwise required by Florida law, Class A Members shall not be entitled to vote upon any matter until the termination of the Class B membership.

(2) Subject to the restrictions and limitations set forth in the Declaration, each Class A Member shall be entitled to one (1) vote per gross acre (as that term is defined in the Declaration) within each Parcel of which such Class A Member is the Owner.

(3) The Class A votes for each Parcel must be cast as a single vote, and fractional votes shall not be permitted; the Class A votes for any Parcel cannot be divided for any issue, candidate and/or matter, and must be voted as a whole.

(4) Except where otherwise required under the Governing Documents, the affirmative vote of a majority of the Class A votes represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon all Members. Class A votes may be cast either in person or by proxy.

(b) Class B. The Class B Member shall be Declarant (or the express assigns or successors in interest of Declarant).

(1) Except as otherwise provided in the Declaration or as otherwise required by Florida law, until the termination of the Class B membership, Declarant shall be the only Member entitled to vote.

(2) Except as otherwise provided in the Declaration or as otherwise required by Florida law, until the termination of the Class B membership, Declarant shall have one (1) vote per gross acre of each Parcel of which Declarant or a Declarant Affiliate owns.

(3) Upon the termination of Class B membership, Declarant shall be converted to Class A membership and shall be entitled to cast the applicable number of Class A votes for each Parcel owned by Declarant.

(c) Conversion of Class B Membership. Class B membership status shall exist from the formation of the Association until the time set forth in the Declaration.

(f) Voting by Proxy. All Members entitled to vote may do so by proxy. Any proxy shall be delivered to the Secretary of the Association or another authorized person so designated by the Board. No proxy shall be valid after ninety (90) days from the date the proxy is signed by the Member. Every proxy shall be revocable at any time in the discretion of the Member executing that proxy.

(g) No Cumulative Voting. No cumulative voting shall be permitted.

(h) Percentage of Members. When reference is made in the Declaration, these Articles or the Bylaws to a majority, or to specific percentage or fraction, of Members, such reference shall be deemed to be a reference to a majority, or to a specific percentage or fraction, of the number of Class A votes in the Association cast by Voting Members, and not of the Members themselves. As an illustration, but not as a limitation, if there are one thousand (1,000)

square feet in the Land and all of it is owned by Class A Members, then there are a total of one thousand (1,000) Class A votes in the Association.

**ARTICLE VII
BOARD OF DIRECTORS**

The affairs of the Association shall be managed and administered by the Board consisting of three (3) or five (5) members, as may be determined from time to time by the Association. While Class B membership exists, and thereafter until changed by a vote of the Association's Class A membership, the Board shall consist of three (3) members. Each member of the Board shall have one (1) equal vote. All of the duties, power and authority of the Association existing under Florida law, the Declaration, these Articles and/or the Bylaws shall be exercised exclusively by the Board, subject to approval by the Members only when specifically required by the Governing Documents or applicable law. The names and addresses of the persons who are to act in the capacity of director until appointment or election of their successors are:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Douglas R. Russell	5511 Hansel Avenue, Orlando, Florida, 32809
2.	Robert L. Secrist, III	5511 Hansel Avenue, Orlando, Florida, 32809
3.	Marcus P. Hooker	5511 Hansel Avenue, Orlando, Florida, 32809

Notwithstanding anything to the contrary in these Articles, the Declarant shall be entitled to appoint and/or remove any director while Class B membership exists. When Class B membership terminates, the Class A Members shall elect directors by written ballot at a Special Meeting of the Members called for that purpose. Directors must be natural persons who are eighteen (18) years of age or older. All directors, except those designated or appointed by the Declarant, shall be Members. Upon the expiration of Class B membership, there shall not be more than one (1) Board member from a Parcel at any one time.

Any vacancies on the Board shall be filled as set forth in the Bylaws.

**ARTICLE VIII
OFFICERS**

The officers of the Association may include a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall be elected by the Board and the officers shall serve at the pleasure of the Board. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Douglas R. Russell	5511 Hansel Avenue, Orlando, Florida, 32809

Vice President Robert L. Secrist, III 5511 Hansel Avenue, Orlando, Florida, 32809
Treasurer Marcus P. Hooker 5511 Hansel Avenue, Orlando, Florida, 32809
Secretary Robert L. Secrist, III 5511 Hansel Avenue, Orlando, Florida, 32809

12 OCT 31 AM 6:10
FALLS CHURCH, VIRGINIA

**ARTICLE IX
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. The Association shall defend, indemnify and hold harmless any person of who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was a director, officer, employee or agent of the Association from and against expenses (including reasonable attorneys' fees for pretrial, trial or appellate proceedings), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with an action, suit or proceeding, if that person acted in good faith, and, with respect to any criminal action or proceedings, that person had no reasonable cause to believe his or her conduct was unlawful.

Section 2. 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, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his or her conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his or her duty to the Association.

Section 4. Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in this Article. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested directors so directs, by a majority vote of Class A Members.

Section 5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board in each specific case only after receipt by the Association of an undertaking by or on behalf of the indemnitee to repay such amounts if the Association shall later determine that indemnitee is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, employees or agents may be entitled under the Bylaws, by agreement, by vote of Members or disinterested Directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, agent or employee of the Association in any of his or her capacities as described in Article IX, Section 1 of these Articles, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

**ARTICLE X
EXISTENCE AND DURATION**

Section 1. The existence of the Association shall commence with the filing of these Articles with the appropriate agency of the State of Florida. The Association shall exist in perpetuity.

Section 2. In the event of termination, dissolution or final liquidation of the Association, the Association's responsibility for the operation and maintenance of the Master Drainage System must be transferred to and accepted by an entity which would comply with the applicable provisions of the District Permit and the Florida Administrative Code, as they each may be amended, modified and/or renumbered from time to time, and be approved by the District in writing prior to such termination, dissolution or liquidation.

**ARTICLE XI
AMENDMENTS**

Amendments to these Articles shall be proposed and adopted as follows:

12 OCT 31 AM 9:10
M. L. ...

A. The Board, by majority vote, must adopt a resolution setting forth the proposed amendment(s); and written notice of the content of the proposed amendment(s) must be given to all Members at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment(s) will take place. In addition to the content of the proposed amendment(s), the notice shall provide the date, time and location for the meeting where the vote will take place. For purposes of this Section, the notice will be considered to have been properly sent to the Members when personally delivered or mailed, postage prepaid, by the Association, its employees, agents, officers or directors, to the address of the person who appears as a Member on the records of the Association at the time of such delivery or mailing.

B. Any proposed amendment to these Articles must be approved by Declarant (for so long as Class B membership exists) and at least sixty percent (60%) of the Class A Members who appear either in person or by proxy at any duly called meeting of the Members where a quorum is attained. This meeting of the Members may be either the Annual Meeting or a Special Meeting.

C. If an amendment of these Articles is adopted pursuant to this Article, a copy of the amendment(s) must be filed with the appropriate agency of the State of Florida. In addition thereto, a copy of the amendment(s) must be recorded in the Public Records within a reasonable period of time after it is properly adopted. Any amendment to these Articles shall be effective on the date it has been accepted and filed by the appropriate agency of the State of Florida.

ARTICLE XII BYLAWS

The Bylaws shall be initially adopted by the Declarant a majority vote of the Board and may subsequently be altered, amended, repealed and/or rescinded in the manner provided in the Bylaws.

ARTICLE XIV CONFLICT BETWEEN DOCUMENTS

If there is or should there ever be any conflicts between Florida law and the terms and provisions of the Governing Documents, or between the terms and provisions of more than one Governing Document, then the following order of priority and governance shall prevail, but only as necessary to resolve such specific conflict(s): (1) Florida law; (2) the Declaration; (3) any Supplemental Declaration (in the event that there are multiple Supplemental Declarations, then the order of priority and governance of such Supplemental Declarations shall be based upon recording order); (4) the Articles; (5) the Bylaws; and (6) any rules and regulations properly adopted by the Association. If a Governing Document of a higher priority and governance, as established above, is amended in such a way that the terms and provisions of such Governing Document conflict with the terms and provisions of any lower priority Governing Documents, as established above, then the lower priority Governing Documents shall be deemed automatically and simultaneously amended with the amendment of the higher priority Governing Document, so that such lower priority Governing Documents may be read and interpreted to be consistent with

the higher priority Governing Document. In no event shall any lower priority Governing Documents be amended if such amendment would conflict with the terms and provisions of any higher priority Governing Document, and any such purported amendment shall be automatically ineffective and void.

ARTICLE XV MERGER

Section 1. The Association may be merged with any other Florida not for profit or for profit corporation, as long as the surviving corporation is a Florida not for profit corporation and has as one of its purposes to administer, enforce and carry out the terms, conditions, restrictions and provisions of the District Permit as it may be amended, modified and/or supplemented from time to time.

Section 2. In order for a merger to occur, the Association must adopt a plan of merger that contains at a minimum the following: the names of the corporations proposing to merge and the name of the surviving corporation which will be left following the merger; the terms and conditions of the proposed merger; a statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger; and a prohibition on any abandonment of the proposed merger after the merger has been approved by the Members pursuant to Article XV, Section 3(c) of these Articles, unless such abandonment is first approved by the Members.

Section 3. In order to approve a plan of merger:

(a) the Board, by a majority vote, must first adopt a resolution approving the proposed plan of merger and then submit that plan of merger to a vote of the Class A Members by written notice.

(b) the written notice of the content of the proposed amendment must be given to all Members at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment will take place. In addition to the content of the proposed amendment, the notice shall provide the date, time and location for the meeting where the vote will take place. For purposes of this Section, the notice will be considered to have been properly sent to the Members when personally delivered or mailed, postage prepaid, by the Association, its employees, agents, officers or directors, to the address of the person who appears as a on the official records of the Association at the time of such delivery or mailing.

(c) the proposed plan of merger must then be approved by at least a majority of the Class A Members, voting either in person or by proxy, at a duly called meeting of the Members at which a quorum is attained. This meeting of the Members may be either the Annual Meeting or a Special Meeting.

OCT 31 AM 9:10
ALLAN ROBERT BROWN

**ARTICLE XVII
INCORPORATOR**

The name and street address of the Incorporator to these Articles of Incorporation are as follows:

Michael J. Grindstaff, Esq.
300 South Orange Avenue
Suite 1000
Orlando, Florida 32801

12 OCT 31 AM 9:10
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of the Association, has executed these Articles of Incorporation this 30th day of October, 2012.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.


MICHAEL J. GRINDSTAFF

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 30th day of October, 2012, by MICHAEL J. GRINDSTAFF, who is personally known to me OR has produced _____ as identification.

NOTARY STAMP:


NOTARY PUBLIC, State of Florida
Print Name: _____
Commission No. _____
My Commission Expires: _____

 **LINDA K. FOHL**
MY COMMISSION # EE 179158
EXPIRES: May 22, 2016
Bonded Thru Budget Notary Services

12 OCT 31 AM 9:10
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617 of the Florida Statutes, the following is submitted in compliance with said Acts:

TAPESTRY PROPERTY OWNERS ASSOCIATION, INC., desiring to organize as a corporation not for profit under the laws of the State of Florida, with its registered office at 300 South Orange Avenue, Suite 1000, Orlando, Florida, 32801-5403, has named Corporation Company of Orlando, located at the above-registered office, as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Registered Agent:

CORPORATION COMPANY OF ORLANDO

By: 

Print Name: Michael J. Grindstaff, Vice President

Dated: October 30, 2012

OCT 31 2012
12 OCT 31 AM 9:10
TALLAHASSEE, FLORIDA