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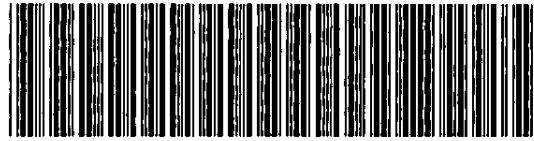
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TALLAHASSEE FLORIDA

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 494200 7215498

AUTHORIZATION :

*[Signature]*

COST LIMIT : \$ 87.50

ORDER DATE : February 6, 2015

ORDER TIME : 9:09 AM

ORDER NO. : 494200-005

CUSTOMER NO: 7215498

DOMESTIC FILING

NAME: SERA BELLA HOMEOWNERS  
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP  
       ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams - EXT. 62935

EXAMINER'S INITIALS: \_\_\_\_\_

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## COVER LETTER

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

**SUBJECT:** Sera Bella Homeowners 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:** Jeri Poller  
Name (Printed or typed)

6013 NW 23rd Ave  
Address

Boca Raton, FL 33496  
City, State & Zip

561-998-3735  
Daytime Telephone number

lweathers@lelandmanagement.com  
E-mail address: (to be used for future annual report notification)

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

**ARTICLES OF INCORPORATION OF  
SERA BELLA HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapters 617 and 720, the undersigned Incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE 1  
NAME OF CORPORATION**

The name of the corporation is the SERA BELLA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (hereinafter called the "Association").

**ARTICLE 2  
PRINCIPAL OFFICE OF THE ASSOCIATION**

The principal place of business and the mailing address of the Association are located at 1900 Summit Tower Blvd., Suite 500, Orlando, FL 32810.

**ARTICLE 3  
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the Association is 6972 Lake Gloria Blvd, Orlando, FL 32809, and the name of the initial registered agent at that address is Leland Management Services, LLC, a Florida limited liability company.

**ARTICLE 4  
DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for Sera Bella recorded and recorded in the Public Records of Osceola County, Florida, as it may from time to time be amended or supplemented (hereinafter called the "Declaration").

**ARTICLE 5  
PURPOSE AND POWERS OF THE ASSOCIATION**

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. The Association shall have all the powers of a non-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 these Articles, the Bylaws or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any

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FLORIDA

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and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the improvement, operation, maintenance, repair and replacement of the Property and Common Areas. The Association shall levy and collect adequate assessments against the members of Association for the costs of such improvement, operation, maintenance, repair and replacement.

## **ARTICLE 6 MEMBERSHIP**

6.1 Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Member shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Member the membership in the Association appurtenant to that Lot. The interest, if any, of a Member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot. Membership in the Association will be compulsory for all Members and membership shall continue, as to each Member, until such time as such Member transfers or conveys his fee simple interest in the Lot upon which his membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership will be automatically pass to the grantee or transferee.

6.2 The Association shall have two (2) classes of voting rights:

(a) Class A. Class A Members shall be all Owners of Lots except the Declarant as long as the Class B membership shall exist, and thereafter, the Declarant shall be a Class A Member. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Class B Member. All voting rights of Class B Membership shall be freely transferable, subject to this Declaration, to third parties. The Class B membership shall cease and terminate as set forth in Section 6.3 hereafter. Upon termination of the Class B membership as provided for herein, the Class B membership shall convert to Class A membership with voting strength as set forth above for Class A membership.

6.3 Declarant's Class B membership status shall continue in effect during the period of time from the date of the Declaration until the earlier of the following:

(a) Three (3) months after ninety percent (90%) of the Lots in all phases of the Property and any additional property which will ultimately be operated by the Association have been conveyed or transferred to Owners other than Declarant;

provided however, a transfer to builders, contractors or others who purchase Lots for the purpose of constructing improvements thereon for re-sale shall not count toward the 90%; or

(b) Thirty (30) years after the date on which this Declaration is recorded in the Public Records of the County; or

(c) At such earlier time as Declarant, in its sole and absolute discretion, may so elect by recording a notice of such election in the Public Records of Osceola County, Florida, or

(d) At such earlier time periods set forth in FS 720.307 (b), (c), (d), (e), and (f) existing on the Effective Date of the Declaration.

Upon the occurrence or lapse of any one of the foregoing three events or time periods, the Class B membership shall convert to Class A membership.

6.4 The vote for each Lot in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one Class A vote is cast for any Lot, the vote for that Lot shall not be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

## **ARTICLE 7 BOARD OF DIRECTORS**

The affairs of this Association shall be managed and administered by a Board of Directors consisting of three (3), five (5), or seven (7) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board; provided that there shall always be an odd number of directorships created. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Derek Lovett	1900 Summit Tower Blvd, Suite 500, Orlando, FL 32810
Tom McCarthy	1900 Summit Tower Blvd, Suite 500, Orlando, FL 32810
Brian Cipollone	1900 Summit Tower Blvd, Suite 500, Orlando, FL 32810

Any other provision of this Article 7 to the contrary notwithstanding, i) Owners other than Declarant shall be entitled to elect at least one member of the Board of Directors if fifty percent (50%) of the Lots in all phases of the Property, and any additional property

which will ultimately be operated by the Association has been conveyed to Owners and

ii) Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than three (3) months after ninety percent (90%) of the Lots have been conveyed to Owners, provided however, a transfer to builders, contractors or others who purchase Lots for the purpose of constructing improvements thereon for re-sale shall not count toward the 90%. Until then, Declarant shall be entitled to appoint all members of the Board of Directors. Thereafter, Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Property. After Declarant no longer has the right to appoint a majority of the Board of Directors, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled as set forth in the Bylaws. After Declarant relinquishes its right to appoint a majority of the Board of Directors, the Members shall, at the Turnover meeting, elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

## **ARTICLE 8 OFFICERS**

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Derek Lovett	1900 Summit Tower Blvd, Suite 500, Orlando, FL 32810
Vice President	Tom McCarthy	1900 Summit Tower Blvd, Suite 500, Orlando, FL 32810
Secretary	Brian Cipollone	1900 Summit Tower Blvd, Suite 500, Orlando, FL 32810

Treasurer

Brian Cipollone

1900 Summit Tower Blvd, Suite  
500, Orlando, FL 32810

## **ARTICLE 9 EXISTENCE AND DURATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

## **ARTICLE 10 AMENDMENTS**

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

10.1 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 by law. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

10.2 Amendments shall be proposed and adopted in the manner provided by law.

10.3 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 Osceola County, Florida, together with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded.

10.4 No amendment shall be made that is in conflict with the Declaration.

## **ARTICLE 11 BYLAWS**

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

## **ARTICLE 12 INDEMNIFICATION OF OFFICERS AND DIRECTORS**

12.1 The Association shall defend, indemnify and hold harmless any person 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 such person is or was a director, officer, committee member, employee or agent of the Association (each, an "Eligible Person"):



(a) 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 by such Eligible Person in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if such Eligible Person acted in good faith, and, with respect to any criminal action or proceedings, such Eligible Person had no reasonable cause to believe that his/her conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by such Eligible Person in connection with the defense or settlement of an action or suit by or in the right of the Association, if such Eligible Person acted in good faith.

12.2 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 Eligible 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/her conduct was unlawful.

12.3 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 misconduct in the performance of his duty to the Association.

12.4 Any indemnification under Section 12.1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of such Eligible Person is proper in the circumstances because such person has met the applicable standard of conduct set forth in applicable laws, these Articles and the Bylaws. 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 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 Members Entitled to Vote.

12.5 Except as prohibited by law, expenses incurred in defending a civil or criminal action, suit, or proceeding shall 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 of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Eligible Person to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

12.6 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capacities 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, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

12.7 Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, 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.

12.8 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 Eligible Person of the Association in any of his capacities as described in Section 12.1, whether or not the Association would have the power to indemnify him or her under this Article.

12.9 Any Eligible 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 13 INCONSISTENCY**

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

### **ARTICLE 14 REQUIRED APPROVALS**

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class B membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of additional property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Areas, dedication to the public of any Common Areas, any amendment of the Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Lots in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

**ARTICLE 15  
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. 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 to be devoted to such similar purposes.

**ARTICLE 16  
INCORPORATOR**

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

Derek Lovett  
1900 Summit Tower Blvd, Suite 500,  
Orlando, FL 32810

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole Incorporator of this Association, has executed these Articles of Incorporation this 5<sup>th</sup> day of February, 2015.

  
Name: Derek Lovett

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

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

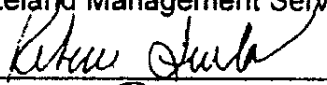
SERA BELLA HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 6972 Lake Gloria Blvd., Orlando, FL 32809, has named Leland Management Services, LLC, a Florida limited liability company located at the above-registered office, as its Registered Agent to accept service of process within this State.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:

Leland Management Services, LLC

  
Name: Rebecca Furlow

Title: President

Dated: Feb. 5, 2015

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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