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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**Retail at Veranda Park Building 1500**

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**ARTICLES OF INCORPORATION**

**OF**

**RETAIL AT VERANDA PARK BUILDING 1500**

**CONDOMINIUM ASSOCIATION, INC.**

**(A Not For Profit Corporation under the Laws of the State of Florida)**

In order to form a not-for-profit corporation, the undersigned incorporator, adopts these Articles of Incorporation ("Articles").

**ARTICLE I**

The name of this corporation shall be Retail at Veranda Park Building 1500 Condominium Association, Inc. ("Association").

**ARTICLE II**

The street address of the Registered Office of the Association is 6965 Piazza Grande Avenue, Suite 311, Orlando, FL 32835, and the name of the Registered Agent is Victor Sacca.

**ARTICLE III**

The purpose for which the Association is organized is to provide an entity pursuant to the Act, to operate the RETAIL AT VERANDA PARK BUILDING 1500, A CONDOMINIUM ("Condominium"), in accordance with the Condominium Documents.

**ARTICLE IV**

All definitions in the Condominium Documents are incorporated in these Articles when applicable.

**ARTICLE V**

The Association shall have the following powers:

1. The Association shall have all of the power and privileges, granted to corporations not for profit except where the same are in conflict with the Condominium Documents.
2. The Association shall have all of the powers of Condominium Associations under and pursuant to the Act. The Association shall also have all those powers reasonably necessary to implement and effectuate the purposes of the Association as specified in the Condominium Documents included to:

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(a) To make and establish rules and regulations governing the use of Condominium Property and Association Property (if any).

(b) To levy and collect assessments from members of the Association in the Condominium to defray the Common Expenses of the Condominium (except as limited by F.S. 718.116), including, but not limited to; the provision of insurance, acquiring, operating, leasing; managing and otherwise dealing with property, whether real or personal (including Units in the Condominium), which may be necessary or convenient for the operation and management of the Condominium, and to do all things necessary to accomplish the purposes, set forth in, the Condominium Documents.

(c) To maintain, improve, repair, reconstruct, replace, operate and manage Condominium Property and Association Property (if any).

(d) To grant (or accept the grant of) licenses, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect property owned or, controlled by the Association, the Common Elements or Limited Common Elements, and to alter, add to, relocate or improve the Common Elements and Limited Common Elements, provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

(e) To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association.

(f) To enforce the provisions of the Condominium Documents and the rules and regulations adopted as set forth therein.

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon, the Association.

(h) To approve or disapprove of the transfer, mortgage, ownership, leasing, and occupants of condominium units.

(i) To acquire, hold title to and enter into agreements whereby the Association acquires interests in property or a leasehold, membership or other possessory or use interests in land or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members.

(j) To exercise its powers concerning any property owned or controlled by the Association.

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**ARTICLE VI**

The qualification of members, the manner of their admission, termination of such membership, and voting shall be as follows:

1. The owners of all Units in the Condominium administered by this Association and the Subscriber to these Articles shall be members of the Association. No other persons or entities shall be members except as provided in Paragraph 4 of this Article VI. Membership of the Subscriber shall terminate upon the Subscriber being divested of all Units in the Project.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of the Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. Membership shall be automatically terminated upon divestiture of title to all Units owned by that member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit Membership, together with full voting rights appertaining thereto, passes with a Unit as an appurtenance thereto.

3. On all matters on which the voting interests shall be entitled to vote, except as hereinafter specified, each Unit shall have the following number of votes:

<u>Unit Number</u>	<u>Number of Votes</u>
101	2409
102	3385
103	1097
104	1157
105	1200
106	1126
107	3680
108	1162
109	1130
210	1036
211	1159
212	1159
213	1177
214	1124
215	895
216	900
217	907
218	843

Such votes may be exercised or cast by the voting interests representing each Unit in such manner as is provided for in the Condominium Documents. The votes have been allocated based upon the interior square footage for each Unit (i.e. one vote per square foot). The votes assigned herein to a

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Unit may only be cast together as a single block of votes. Such votes shall be as set forth in this Section 3 notwithstanding if actual construction of a Unit results in a different interior square footage for that Unit. However, the Subscriber may amend these Articles of Incorporation to reallocate the votes related to units owned by the Subscriber or its affiliates based upon a redesign of the Units and modifications in the square footage for those Units, provided that the total number of votes for the Units owned by the Subscriber (and its affiliates) is not increased.

4. Until such time the Condominium which this Association is intended to operate is submitted to condominium ownership, the membership of the Association shall be comprised of the Subscriber to these Articles. The Subscriber shall be entitled to cast one vote on all matters on which the voting interests are entitled to vote.

#### **ARTICLE VII**

#### **RELATIONSHIP WITH THE MASTER ASSOCIATION**

1. **Creation of the Master Association.** The Master Association was formed for the purpose of holding title to the Common Area within MetroWest (as defined in the Master Declaration) and enforcing the Master Declaration and the covenants set forth therein in accordance with the rights of enforcement provided in the Master Declaration or which were assigned to it by the Master Association Developer. The Master Association shall also have such other powers and duties as are described by the Governing Documents as defined by Section 1.19 of the Master Declaration.

2. **Rights and Duties of the Association.** The Association shall be a "Community Association" as defined in the Master Declaration. The Association shall:

- 2.1 abide by the Master Declaration and the covenants set forth therein;
- 2.2 enforce this Declaration;
- 2.3 maintain the Common Property and other real property under its control or jurisdiction;
- 2.4 administer the affairs of the Association; and
- 2.5 perform such other duties as are prescribed by the Governing Documents or which may be assigned to it from time to time by the Master Association.

3. **Power of the Master Association Over the Association.** The Master Association shall have the absolute power to veto any action taken or contemplated to be taken, and shall have the absolute power to require specific action to be taken, by the Association. The Master Association shall receive the same notification of each meeting of the Members of the Association or board or committee thereof required by the Governing Documents of the Association and a representative of the Master Association shall have the unrestricted right to attend any such meeting. If proper notice is not given to the Master Association, any action

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taken at such meeting shall be considered null and void to the same effect as if proper notice had not been given to the Member of the Association.

By the way of illustration and not as limitation, the Master Association may;

- 3.1 veto any decision or action of the Association;
- 3.2 require specific maintenance, repair, replacement, removal or aesthetic changes to be performed to the Property, or any portion thereof; or
- 3.3 require that a proposed budget of the Association include certain items and that expenditures be made therefor. In the event that the Association should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the Master Association, in its sole discretion), the Master Association may have, and may exercise, the Association's right of approval, disapproval or enforcement as to the matter. If the Association fails to comply with any requirements set forth by the Master Association, the Master Association shall have the right to take action on behalf of the Association and shall levy an Assessment in an amount adequate to recover the Master Association's costs and expenses (including administrative, legal and accounting costs and expenses) associated with the taking of the action. The Assessment shall be levied against all or any portion of the Property and each Owner within the Condominium shall be liable for his pro rata share of the Assessment unless the Assessment is levied against a specific Unit. The Assessment will be levied as a Special Assessment as provided in Article VII of the Master Declaration.

4. Membership in the Master Association. The Association shall be a Member of the Master Association. No Owner shall be a Member of the Master Association.

5. Current List of Owners. The Association shall provide the Master Association with the names and addresses of all Owners and shall notify the Master Association in writing each time there is a change in the name and/or mailing address of an Owner.

6. Representative. The President of the Association shall be the Representative to act on behalf of the Association at all meetings of the Members of the Master Association. The Officers of the Association shall be designated by a certificate signed by the Secretary of the Association and filed with the Secretary of the Master Association prior to the time all proxies are due. The President, in the absence of a revocation of same, shall be deemed to be the person entitled to cast the votes of the Association at any meeting of the Members of the Master Association. In the event the President does not appear in person or by proxy at any meeting of the Members of the Master Association, the votes of the Association may be cast at the meeting by the Vice President, Secretary or Treasurer in that order, of the Association.

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7. Voting Rights. The Association shall have one (1) vote in the Master Association for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities, and excluding areas for vehicle storage and major on-site services such as mechanical service equipment within Retail at Veranda Park Building 1500, Condominium Association, Inc.

#### ARTICLE VIII

The Association shall have perpetual existence.

#### ARTICLE IX

The principal place of business of the Association shall be located at 6965 Piazza Grande Avenue, Unit 311, Orlando, Florida 32835.

#### ARTICLE X

The affairs of the Association will be managed by a Board of Directors consisting of five (5) persons, except the Board of Directors prior to turnover shall consist of three (3) Directors appointed by the Subscriber. Directors, except Directors appointed by the Subscriber, must be members of the Association.

Directors shall be elected in the manner provided by the By-Laws at the annual meeting of the members. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

The Directors named in these Articles shall serve until their successors are elected pursuant to the By-Laws. If a Director is to be replaced by a person elected by the Unit Owners other than the Subscriber, the Subscriber shall designate which Subscriber-appointed Director is to be replaced. Any directorship vacancy occurring before the first election shall be filled by the remaining Directors, or the Subscriber pursuant to the By-Laws.

The names and addresses of the members of the first Board of Directors who shall hold office until their Successors are elected and have qualified, or until removed, are as follows.

Walter Sacca  
6965 Piazza Grande Ave.  
Unit 311  
Orlando, FL 32835

Victor Sacca  
6965 Piazza Grande Ave.  
Unit 311  
Orlando, FL 32835

Ray Veloso  
6965 Piazza Grande Ave.  
Suite 211  
Orlando, FL 32835

The Board shall have the powers reserved to it in the Condominium Documents, including the power to adopt the budget of the Association and Condominium.

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The transfer of control of the Board from Subscriber to the Unit Owners shall occur as follows: When Unit Owners other than Subscriber own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than Subscriber shall be entitled to elect no less than one-third of the members of the Board of the Association. Unit Owners other than Subscriber are entitled to elect not less than a majority of the members of the Board of the Association upon the earlier to occur of the following: (i) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (ii) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (iii) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Subscriber in the ordinary course of business; (iv) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Subscriber in the ordinary course of business; or (v) Seven (7) years after recordation of the Declaration of Condominium. Subscriber shall be entitled to elect at least one member of the Board of the Association as long as Subscriber holds for sale in the ordinary course of business at least five percent, (5%) of the Units in the Condominium operated by the Association. Following the time Subscriber relinquishes control of the Association, Subscriber may exercise the right to vote any Subscriber-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board.

Directors shall be subject to recall as provided in F.S. 718.112 (to the extent legally valid).

A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Directors may not vote by proxy or by secret ballot at meetings of the Board. A vote or abstention for each member present must be recorded in the minutes of the Association.

#### ARTICLE XI

The officers of the Association shall be elected by the Board and shall serve at the pleasure of the Board. The names of the Officers who shall serve until their successors are elected are as follows:

President: Walter Sacca

Vice President: Ray Veloso

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Secretary: Walter Sacca

Treasurer: Victor Sacca

The officers and directors of the Association, as well as any manager employed by the Association and required to be licensed pursuant to F.S. 468.432, have a fiduciary relationship to the Unit Owners. No officer, director, or manager required to be licensed under F.S. 468.432 shall solicit, offer to accept, or accept anything or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director, or manager who knowingly so solicits, offers to accept, or accepts anything or service of a value is subject to a civil penalty pursuant to F.S. 718.501(1) (d). However, this provision does not prohibit an officer, director, or manager from accepting services or items received in connection with trade fairs or education programs.

#### ARTICLE XII

The Subscriber of these Articles is WSMS, LLC, a Florida limited liability company, whose address is 6965 Piazza Grande Ave., Unit 311, Orlando, FL 32835.

#### ARTICLE XIII

The By-Laws of the Association shall be adopted by a majority vote of the Board.

#### ARTICLE XIV

The Association does hereby indemnify its Officers and Directors as provided in the By-Laws.

#### ARTICLE XV

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

1. Proposal. Amendments may be proposed either by a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a meeting of members, or by the members of the Association by a vote of twenty-five (25%) percent of the voting interests entitle to a vote.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment to these Articles; the proposed amendment shall be transmitted to the appropriate officer of the Association, who shall thereupon call a special joint meeting of the Board and the membership. It shall be the duty of the Secretary to give each member written notice stating the place, day, and hour of the meeting and setting forth the proposed amendment or a summary of the changes to be effected thereby and, in the case of a special meeting, the purpose for which the meeting is called.

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Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail. If mailed, the notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at the address which appears on the membership roster. Notice shall additionally be posted at a conspicuous location on the Condominium Property 14 continuous days preceding the meeting.

3. Vote Necessary. Prior to the election of a majority of the Board by other than the Subscriber, an amendment may be approved by sixty-six (66%) percent of the Board. Thereafter, in order for an amendment to become effective, the amendment must be approved, at a duly called meeting, by an affirmative vote of sixty-six (66%) percent of the Board and seventy-five (75%) percent of the votes of the entire voting interests entitled to vote thereon.

4. Filing. Articles of Amendment containing the approved amendment shall be executed by the Association (by its President or Vice President, and acknowledged by its Secretary or Assistant Secretary) The Articles of Amendment shall set forth:

- (a) The name of the Corporation.
- (b) The amendment(s) so adopted.
- (c) The date of the adoption of the amendment by the members.

The Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days of approval with the office of the Secretary of State of Florida for approval.

Notwithstanding the foregoing provisions of this Article, so long as the Subscriber holds Units for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective if the amendment affects the rights of the Subscriber or affects the Subscriber's ability to sell or lease Units in the Condominium.

#### ARTICLE XVI

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 a Unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the Association and its membership and for the purposes authorized in the Condominium Documents.

In the event of dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to a public body or conveyed to a not-for-profit organization with a similar purpose as the Association. If the last Board of Directors of the dissolved Association does not undertake to do so, any member may petition the Circuit Court having jurisdiction to appoint a receiver to manage the affairs of the dissolved Association and to manage the Condominium Property until such time as the assets of the Association may be

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dedicated to a public body or conveyed to a not-for-profit organization with a similar purpose as the Association.

#### ARTICLE XVII

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all Officers, Directors or members of the Association may have an interest of any nature whatsoever. No contract or business arrangement, including those entered or to be entered into with Subscriber, or managing agent, shall be invalidated in whole or part by the Association or any Officer, Director and/or member(s) thereof on the grounds that the Officer, Director and/or member(s) had an interest, whether adverse or not, in the contract, business arrangement or party contacted with, regardless of the fact that the vote of the Director, Officer or member(s) with an interest was necessary to obligate the association.

At any meeting of the Directors which shall authorize or ratify any contract or transaction any interested Director or Officer may vote or act thereat, with like force and effect, as if the Director or Officer had no interest [provided that in such case the nature of interest (though not necessarily the extent or details thereof) shall be disclosed, or shall have been known to the Directors or the majority thereof]. A general notice that a Director or Officer is interested in any corporation other concern of any kind above referred shall be a sufficient disclosure thereof. No person shall be disqualified from holding office as Director or Officer of the Association by reason of any adverse interest. No Director, Officer or member having an adverse interest shall be liable to Association or to any member or creditor thereof, or to any other person, for any loss incurred by it under reason of the contract or transaction, nor shall any such Director, Officer, member or entity in which said member is involved, be accountable for any gains or profits realized from that contract or transaction.

Notwithstanding the foregoing, no written contract between a party contracting to provide maintenance or management services and the Association, which contract provides for operation, maintenance or management of the Association or property serving the Unit Owners shall be valid or enforceable unless the contract discloses any financial or ownership interest a Board member or any party providing maintenance or management services to the Association holds with the contracting party.

Further, and also notwithstanding the foregoing, as to any contract or other transaction between the Association and one or more of its Directors or Officers or any other corporation, firm, association or entity in which one or more of its Directors are directors or officers or are financially interested; (i) The Association shall comply with the requirements of F.S. 617.0832; (ii) The disclosures required by F.S. 617.0832 shall be entered into the written minutes of the meeting; (iii) Approval of the contract or other transaction shall require the affirmative vote of two-thirds of the Directors present; and (iv) At the next regular or special meeting of the members, the existence of the contract or other transaction shall be disclosed to the members. Upon motion of any member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the members present. Should the members cancel the contract, the Association shall only be liable for the reasonable value of goods and services provided up to the time of

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cancellation and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

IN WITNESS WHEREOF, the Subscriber has affixed its signature this 17th day of July, 2015.

WSMS, LLC,  
a Florida limited liability company

BY: 

WALTER SACCA  
As Manager

STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared Walter Sacca and who is well known to me or who has produced NA as identification, and he acknowledged to me under oath that he executed the foregoing instrument as Manager of WSMS, LLS, a Florida limited liability company, on behalf of the company.

Witness my hand and official seal this 17 day of July, 2015.

(SEAL)



D. SCOTT BAKER  
MY COMMISSION # EE 070220  
EXPIRES: February 23, 2017  
Bounded Time Budget Notary Services

  
Notary Public

My commission expires: \_\_\_\_\_

I HEREBY ACCEPT THE DESIGNATION AS REGISTERED AGENT AS SET FORTH IN THESE ARTICLES OF INCORPORATION.

  
Print Name: Victor SACCA  
As Registered Agent