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THE RESIDENCES AT VERANDA PARK CONDOMINIUM ASSOCIATI**

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE RESIDENCES AT VERANDA PARK
CONDOMINIUM ASSOCIATION, INC.
(a Florida not for profit corporation)**

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DIVISION OF CORPORATIONS
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Pursuant to the Florida Not For Profit Corporation Act, Florida Statutes, Section 617, (the "FNFPCA"), The Residences at Veranda Park Condominium Association, Inc., a Florida corporation not-for-profit ("Association"),

DOES HEREBY CERTIFY:

That the name of the corporation is The Residences at Veranda Park Condominium Association, Inc. ("Association"), and that the Association was originally incorporated pursuant to the FNFPCA on August, 31, 2016; and

That on January 6, 2017, the Board of Directors of the Association duly adopted resolutions proposing to amend and restate the Corporation's existing Articles of Incorporation in the manner set forth herein, declaring said amendment and restatement to be advisable and in the best interests of this Association and its members; and

That on January 6, 2017, the sole member of the Association duly adopted resolutions approving the amendment and restatement of the Association's existing Amended and Restated Articles of Incorporation in the manner set forth herein; and

Accordingly, pursuant to the provisions of the FNFPCA, the existing Articles of Incorporation of the Association are hereby amended and restated in their entirety by the Amended and Restated Articles of Incorporation set forth below (the "Articles"); and

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration of Condominium of The Residences at Veranda Park, A Condominium, recorded, or to be recorded, in the Public Records of Orange County, Florida ("Declaration") or, if not defined in the Declaration, in the Florida Condominium Act, F.S. Chapter 718, as it exists on the date that the Declaration is recorded in the Official Records of Orange County, Florida (the "Act").

ARTICLE I

NAME

The name of the Association is The Residences At Veranda Park Condominium Association, Inc., and its initial principal office and mailing address is 2121 S. Hiawassee Rd, Suite 130, Orlando, FL 32835-8762.

ARTICLE II

PURPOSE AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of The Residences At Veranda Park, A Condominium, located in Orange County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earning of the Association shall be distributed or inure to the private benefit of any Member, director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles, the Declaration, and the Bylaws; and it shall have all of the powers and duties reasonable necessary to operate the Condominium pursuant to the condominium documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property and association property.
- (C) To purchase insurance for the protection of the Association and its Members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations in the manner set forth in the Bylaws and subject to any limitations in the Declaration.
- (F) To enforce the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (G) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the Membership of the Association or as required by the Condominium Act.
- (H) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (I) To borrow money as necessary to perform its other functions hereunder.
- (J) To grant, modify or move any easement in the manner provided in the Declaration.
- (K) To own and convey property.
- (L) To assess Unit Owners and enforce assessments.
- (M) To sue and be sued.
- (N) To contract for services necessary to operate and maintain the Condominium Property and any easements dedicated to or for the benefit of the Condominium Property including any infrastructure.
- (O) To serve as the representative of the Condominium in the Commercial Association and Master Association, as such terms are defined in the Declaration.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Amended and Restated Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP

- (A) The members of the Association (each individually, a "Member" and collectively, the "Members") shall be all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws. The Association shall have a single class of membership. Membership in the Association shall terminate upon the conveyance of the unit (or last of the units) owned by the Member. The rights of the Association and of the remaining Members upon the termination of any Member's membership shall be as set forth in the Declaration and the Bylaws. The Developer (as defined in the Declaration) shall be the sole Member until such time as a unit has been conveyed to a person or entity other than the Developer, and shall retain its membership in the Association as long as it owns any unit.
- (B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of each unit, collectively, shall be entitled to a number of votes in Association matters as set forth in the Declaration. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM; TERMINATION

The term of the Association shall be perpetual. Upon any dissolution or final liquidation of the Association, or, if otherwise permitted by law, upon any partial liquidation, as expressly provided in the Declaration or the Act, the assets of the Association shall be distributed as provided in the Declaration or the Act, whichever is then applicable.

ARTICLE V

BYLAWS

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of directors determined by the Bylaws (individually, a "Director" and collectively, the "Directors"), but not fewer than three (3) Directors, and in the absence of such determination the Board shall consist of three (3) Directors.

- (B) Except for Directors appointed by the Developer (as defined in the Declaration), Directors shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

INITIAL OFFICERS AND DIRECTORS

The initial Officers and Directors of the Association shall be as follows:

Director/President David L. Peter
2121 S. Hiawassee Rd, Suite 130
Orlando, FL
32835-8762

Director/Vice-President George Armoyan
2121 S. Hiawassee Rd, Suite 130
Orlando, FL
32835-8762

Director/Secretary Gary Moothart
2121 S. Hiawassee Rd, Suite 130
Orlando, FL
32835-8762

ARTICLE VIII

AMENDMENTS

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

- (A) Notice. 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 in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- (B) Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Florida Condominium Act (the latter to control over the former to the extent provided for in the Act).

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- (C) Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Eligible Mortgagees, unless the Developer and/or the Eligible Mortgagees, as applicable, shall join in the execution of the amendment.
- (D) Developer Amendments. Notwithstanding anytime herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- (E) Recording. 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 Orange County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

ARTICLE IX

INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by, or imposed on them, in connection with any legal proceeding (or settlement or appeal of such proceeding) to which they may be a party because of being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that their actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe the action was unlawful or had reasonable cause to believe the action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INITIAL REGISTERED AGENT

- (A) The initial registered office of the Association shall be at:

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2121 S. Hiawasse Rd, Suite 130
Orlando, FL
32835-8762

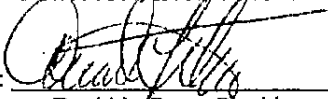
(B) The principal office and mailing address of the Association is:

2121 S. Hiawasse Rd, Suite 130
Orlando, FL
32835-8762

(C) The initial registered agent at both addresses above shall be James Stowers.

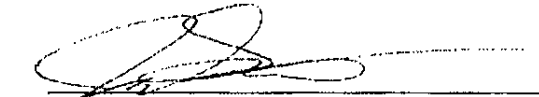
WHEREFORE, the Association has caused these presents to be executed this 6th day of January, 2017.

THE RESIDENCES AT VERANDA PARK CONDOMINIUM
ASSOCIATION, INC., a Florida corporation not-for-profit

By: 
David L. Peter, President

ACCEPTANCE OF REGISTERED AGENT

Having been named as the registered agent to accept service of process for The Residences At Veranda Park Condominium Association, Inc., at the place designated in these Amended and Restated Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office. I am familiar with the obligations of the position of registered agent.


James Stowers