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## FLORIDA PROFIT/NON PROFIT CORPORATION

### Grande Lakes Master Association, Inc.

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**ARTICLES OF INCORPORATION  
OF  
GRANDE LAKES MASTER ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I  
NAME AND ADDRESS**

The name of this corporation shall be Grande Lakes Master Association, Inc. (the "Master Association"), a Florida corporation not for profit, whose principal address and mailing address is c/o NADG (Grande Lakes) LP, 400 Clematis Street, Suite 201, West Palm Beach, Florida 33401. The terms defined in the Declaration of Covenants, Conditions, Restrictions and Easements Orlando, Florida (the "Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

**ARTICLE II  
PURPOSES AND POWERS**

The Master Association will not permit pecuniary gain or profit or distribution of its income to its Members, officers or Directors. It is a non-profit corporation formed for the purpose of establishing an owners' association which will, subject to the Declaration to be recorded in the Public Records of Orange County, Florida, have the specific purposes and powers below:

**(A) Purposes:**

(1) To be and constitute the Master Association to which reference is made in the Declaration, as amended from time to time, to perform all obligations and duties of the Master Association, and to exercise all rights and powers of the Master Association, as specified in the Declaration, the Bylaws, and as provided by law.

(2) To fulfill all of the purposes listed above and to exercise all of the powers listed below with respect to the Project under the jurisdiction of the Master Association through the recorded Declaration.

**(B) Powers:** The Master Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles and with the Declaration, as may from time to time be amended, including, but not limited to, the power to:

(1) fix, levy, collect and enforce payment by any lawful means of all charges, assessments or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property of the Master Association;

(2) enforce any and all covenants, conditions, easements and restrictions applicable to the Project;

(3) pay taxes, if any, on the Common Areas;

(4) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless at least two-thirds (2/3) of the Board consent to such dedication, sale or transfer;

(6) purchase policies of insurance upon the Common Areas and use the proceeds from such policies, if any, to effectuate its purposes;

(7) participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, provided that merger, consolidation or annexation shall have the consent of at least two-thirds (2/3) of the Board;

(8) 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 any other entity or agency, public or private;

(9) operate, maintain, and manage the Surface Water Management System in a manner consistent with the requirements of permits issued by the South Florida Water Management District and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the Surface Water Management System; and to levy and collect adequate Assessments against the Owners in Phase 1 for the cost of maintenance and operation of the Surface Water Management System; and

(10) exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of the Florida Statutes may now have or hereafter have subject always to the Declaration, as amended from time to time.

### ARTICLE III MEMBERSHIP AND VOTING

The qualification of Members of the Master Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

(A) Until such time as the first deed of conveyance of a Parcel from Developer to an Owner is recorded amongst the Public Records of the County (the "First Conveyance"), the membership of the Master Association shall be comprised solely of Developer. Until the Turnover Date, Developer shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the Members, except with respect to: (i) Material Phase 1 Declaration Amendments (as hereinafter defined), whereby the Class B Members shall have a vote as provided in the definition of Class B Members; (ii) Material Phase 2 Declaration Amendments (as hereinafter defined), whereby the Class A Members shall have a vote as provided in the definition of Class A Members; and (iii) the grant of an easement over the Parcel of an Owner after such Owner acquires such Parcel without the written consent of such Parcel Owner.

(B) Upon the First Conveyance, Developer shall be a Member as to each of the remaining Parcels until each such Parcel is conveyed to a third party Owner who is not Developer, and thereupon and thereafter each and every Owner shall be a Member and exercise all of the rights and privileges of a Member as provided herein.

(C) Membership in the Master Association for Owners other than Developer shall be established by the acquisition of ownership of fee simple title to a Parcel in the Project as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County.

(D) The Master Association shall have three (3) classes of voting membership:

(1) "Class A Members" shall be the Owners of each Parcel in Phase 2 of the Project, each of whom shall be entitled to one (1) vote for each Parcel in Phase 2 owned by such Owner. Until the Turnover Date, Class A Members will not be entitled to vote on any matters other than an amendment to the Declaration which adversely affects the rights or obligations of the Owners in Phase 2 (a "Material Phase 2 Declaration Amendment"), such Material Phase 2 Declaration Amendments requiring the written consent of a majority of the voting interests of the Class A Members.

(2) "Class B Members" shall be the Owners of each Parcel in Phase 1 of the Project, each of whom shall be entitled to one (1) vote for each Parcel in Phase 1 owned by such Owner. Until the Turnover Date, Class B Members will not be entitled to vote on any matter other than an amendment to the Declaration which adversely affects the rights or obligations of the Owners in Phase 1 (a "Material Phase 1 Declaration Amendment"), such Material Phase 1 Declaration Amendments requiring the written consent of a majority of the voting interests of the Class B Members.

(3) "Class C Member" shall be Developer, who will be entitled to all voting rights until the Turnover Date.

From and after the Turnover Date, Members shall elect board members based upon the majority of the interests of the Members.

(E) The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Parcels, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Declaration.

(F) No Member may assign, hypothecate or transfer in any manner his or her membership in the Master Association except as an appurtenance to the Parcel.

(G) Any Member who conveys or loses title to a Parcel by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel and shall lose all rights and privileges of a Member resulting from ownership of such Parcel.

(H) There shall be only one (1) vote for each Parcel, except for the Class C Member as set forth herein. If there is more than one (1) Member with respect to a Parcel as a result of the fee interest in such Parcel being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Parcel owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a voting certificate signed by all of the Owners of the Parcel, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Master Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of the Master Association, the vote of such Parcel shall not be considered for a quorum or for any other purpose.

(I) Until the Turnover Date, Developer may vote its interest without a quorum or a meeting. After the Turnover Date, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Class A Members and/or Class B Members voting on such matter (as applicable).

#### ARTICLE IV TERM

The term of the Master Association shall be perpetual. However, in the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Pond must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

#### ARTICLE V BYLAWS

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

#### **ARTICLE VI AMENDMENTS**

(A) Prior to the Turnover Date, these Articles may be amended only by an instrument in writing signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

(B) After the Turnover Date, these Articles may be amended in the following manner:

(1) (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Master Association.

(2) An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

(C) Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

#### **ARTICLE VII OFFICERS**

The affairs of the Master Association shall be managed by the President of the Master Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected by a Board consisting of appointees of Owners, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided,

however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

#### **ARTICLE VIII FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Robert S. Green
Vice President	Jeffrey W.S. Preston
Treasurer	Michael S. Crosby
Secretary	Michael S. Crosby

#### **ARTICLE IX DIRECTORS**

(A) The number of Directors on the first Board of Directors of the Master Association (the "First Board") shall be three (3). Developer shall be entitled to appoint all of the Directors until the Turnover Date. Except for Developer-appointed Directors, Directors must be Members or the shareholders, members, officers or directors of Members. There shall be only one (1) vote for each Director.

(B) The names and addresses of the persons who are to serve as Directors on the first Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
John W.S. Preston	400 Clematis Street, Suite 201 West Palm Beach, Florida 33401
Robert S. Green	2851 John Street, Suite One Markham, Ontario L3R 5R7
Jeffrey W.S. Preston	400 Clematis Street, Suite 201 West Palm Beach, Florida 33401

(C) Upon the Turnover Date, the Members shall be entitled to elect all the Directors. The election shall occur at a special meeting of the membership to be called by the Board for such purpose (the "Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

(D) The Board shall continue to be so designated and elected, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws).

(E) A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

(F) The resignation of a Director who has been designated by Developer or the resignation of an officer of the Master Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Master Association or the Members had, now have or will have or which any personal representative, successor, heir or assign of the Master Association or the Members hereafter can, shall or may have against said Director or officer for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

(G) The initial officers of the Master Association shall be appointed by the Board of Directors at an organizational meeting called by a majority of the Directors.

#### **ARTICLE X INCORPORATOR**

The name and address of the Incorporator of these Articles is:

Robert S. Green

#### **ARTICLE XI INITIAL REGISTERED AGENT**

The street address of the initial registered office of the Master Association is 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410, and the initial registered agent of the Master Association at that address shall be Corporate Creations Network Inc.

#### **ARTICLE XII INDEMNIFICATION**



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

Willful misconduct or a conscious disregard for the best interests of the Master Association, in a proceeding by or in the right of the Master Association to procure a judgment in its favor.

(A) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his/her action was unlawful or had reasonable cause to believe his/her action was lawful.

(B) A transaction from which the Director or officer derived an improper personal benefit.

(C) Wrongful conduct by Directors or officers appointed by Developer, in a proceeding brought by or on behalf of the Master Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Master 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.

IN WITNESS WHEREOF, the Incorporator does hereby execute these Articles of Incorporation this 2nd day of March, 2017.

  
\_\_\_\_\_  
Robert S. Green, Incorporator

**ACCEPTANCE OF REGISTERED AGENT**

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XI of these Articles of Incorporation, and acknowledges that they are familiar with and accept the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

Corporate Creations Network Inc.

  
\_\_\_\_\_  
Printed Name: Fernando Jimenez

\_\_\_\_\_  
Title: Special Secretary

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