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THE VILLAGE AT HUNTERS CREEK BUILDING "P" CONDOMINIUM

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From:

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ARTICLES OF INCORPORATION

OF

**THE VILLAGE AT HUNTERS CREEK BUILDING "P"
CONDOMINIUM ASSOCIATION, INC.**

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From:

05/25/2018 12:29

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**ARTICLES OF INCORPORATION
THE VILLAGE AT HUNTERS CREEK BUILDING "P"
CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to Florida law, hereby adopts the following Articles of Incorporation:

ARTICLE I.
NAME OF CORPORATION

The name of this corporation shall be **THE VILLAGE AT HUNTERS CREEK BUILDING "P" CONDOMINIUM ASSOCIATION, INC.** (the "**Association**"). The principal office of the Association is 711 N. Orlando Avenue, Suite 302, Maitland, FL 32751.

ARTICLE II.
GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as **THE VILLAGE AT HUNTERS CREEK BUILDING "P", A COMMERCIAL CONDOMINIUM** (the "**Condominium**"), located in Orange County, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium (the "**Declaration**") and the Condominium Act. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Declaration.

ARTICLE III.
ASSOCIATION POWERS

The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Condominium Act, the Declaration, these Articles and the Bylaws. By example and not in limitation of the broad powers set forth in the preceding sentence, the Association shall have the following powers:

A. The irrevocable right to access each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association pursuant to the Declaration, or as necessary to prevent damage to the Common Elements, the Association Property or to a Unit or Units.

B. The power to make and collect Assessments and other charges against Unit Owners and to use the proceeds thereof in the exercise of its powers and duties.

C. The power to maintain, repair and replace the Common Elements and Association Property and other property acquired or leased by the Association.

D. The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in Association Property, if any, provided that such actions are approved in the manner provided below for acquiring, conveying, leasing and encumbering real and personal property.

E. The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property, and for the health, comfort, safety and welfare of the Unit Owners; provided that such rules and regulations must be approved by the Required Voting Interest.

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F. The power to purchase, mortgage or otherwise encumber, sell, convey, Lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, 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 of the Association. Personal property and real property shall be acquired, conveyed, Leased or encumbered upon a majority vote of the Board of Directors, including the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for the same. The Association, through its Board, has the power to hold, Lease, mortgage or convey Units acquired through foreclosure (or by deed in lieu of foreclosure) without the consent of Owners. The expenses of purchasing, mortgaging or otherwise encumbering, conveying, leasing, receiving by gift, or otherwise acquiring possessory or use interests in real or personal property, and the expenses of the ownership (including, without limitation, the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, maintenance, repairs, replacements and other expenses and undertakings in connection therewith shall be Common Expenses; provided, however, that so long as the Developer owns any portion of the Condominium Property, the Association cannot sell, convey, mortgage, Lease or encumber the Condominium Property without the Developer's prior written consent.

G. The power to execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to its Unit, and each mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

H. The power and obligation to collect all Charges.

I. The power to purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

J. The power to enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property, subject, however, to the limitation regarding enforcement of certain provisions against the Developer and Units owned by the Developer as set forth in the Declaration.

K. The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

L. The power to encumber, lease or grant other possessory or use interests or easements in any and all property which the Association may acquire or control, including but not limited to the Common Elements and any recreational facilities; provided, however, that so long as the Developer owns any portion of the Condominium Property, the Association cannot encumber, lease or grant other possessory or use interests or easements on the Condominium Property without the Developer's prior written consent.

M. The power to enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

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N. The power to enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

O. The power to employ all personnel and engage such professional services as are reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

P. The power, upon approval of the Required Voting Interest, to contract for and acquire one or more Units within the Condominium for such purposes that are not in conflict with the Declaration, these Articles of Incorporation or the Bylaws, which shall include the power to assume or grant a mortgage encumbering the Unit(s) acquired by the Association.

Q. The power to exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not-for-profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

R. All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to the Declaration, these Articles of Incorporation, the Bylaws, Chapters 607 and 617, F.S. and the Condominium Act, in all cases except as expressly limited or restricted in the Condominium Act.

S. In the event of conflict among the powers and duties of the Association or the terms and provisions of the Declaration, exhibits attached thereto or otherwise, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time. Except for those rights, privileges and powers reserved to the Developer as provided in the Declaration, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Condominium Act.

ARTICLE IV. MEMBERS

All persons owning a vested present interest in the fee title to any of the Units of the Condominium as evidenced by a duly recorded proper instrument in the public records of Orange County, Florida, shall be "Members" of the Association; provided, however, there shall only be one "Member" per Unit. Membership shall terminate automatically and immediately as a Member's vested interest in the fee title in a Unit terminates, except that upon termination of the entire Condominium, the membership shall consist of those who were Members at the time of the vote to terminate the Condominium as provided in said Declaration. In the event a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise such Owner's membership rights. The share of a Member in the funds of the and assets of the Association cannot be assigned, hypothecated, pledged, encumbered or transferred in any manner except as an appurtenance to the Unit for which that share is held. The change of membership in the Association shall be evidenced in the Association records by the new Owner delivering to the Secretary of the Association a certified copy of a deed or other instrument of conveyance within a reasonable time after the conveyance.

ARTICLE V. VOTING INTEREST

Each Owner shall have a Voting Interest and be entitled to cast one (1) vote for each square foot of the Owner's Unit (rounded to the nearest foot) as determined by the Board; provided, however, the prior to the Turnover Date, the Developer shall be entitled to cast five (5) votes for each square foot of any Unit owned by the Developer (or its affiliates). An Owner must cast its entire Voting Interest together.

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ARTICLE VI.
INCOME DISTRIBUTION

No part of the income of the Association shall be distrusted to its Members, except as compensation for services rendered.

ARTICLE VII
EXISTENCE

The Association shall exist in perpetuity unless dissolved or terminated according to law.

ARTICLE VIII
REGISTERED AGENT

The initial registered office of the Association shall be 111 N. Magnolia Avenue, Orlando, FL 32801, and the initial registered agent of the Association shall be LSEB AGENT SERVICES, INC., 111 N. Magnolia Avenue, Orlando, FL 32801.

ARTICLE IX
NUMBER OF DIRECTORS

The business of the Association shall be conducted by a Board of Directors which shall consist of no fewer than three (3) persons and no more than five (5) persons, and in no case shall there be an even number of Directors.

ARTICLE X.
INITIAL BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the initial Board of Directors and officers, all of whom shall hold office until their successors are duly appointed or elected and qualified, are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Aldo D. Martin	Chairman of Board/President	13574 Village Park Dr., #125 Orlando, Florida 32837
Marcio Ramos	Director/Vice President/Secretary	555 Windmerley Place, #300 Maitland, Florida 32751
Arato Francesco	Director/Treasurer/Vice Secretary	711 N. Orlando Ave., Ste. 302 Maitland, Florida 32751

ARTICLE VII.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. Indemnity. The Association shall indemnify any person who was or is 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 he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by it in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the

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Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe its conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings 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 and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that its conduct was unlawful.

B. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by it in connection therewith.

C. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against it and incurred by it in any such capacity, or arising out of its status as such, whether or not the Association would have the power to indemnify it against such liability under the provisions of this Article.

F. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XII. RIGHTS OF DEVELOPER

Notwithstanding anything contained in these Articles of Incorporation, the Bylaws or the Declaration, the Developer shall have full and exclusive right and authority to manage the affairs of, and the exclusive right to appoint the Directors of the Association (who need not be Owners) until the following shall occur:

A. When fifteen percent (15%) or more of the Units are conveyed to Owners other than Developer (or its affiliates), such Owners (other than the Developer) shall be entitled to appoint not less than one-third (1/3) of the Board of Directors.

B. Owners other than Developer will be allowed to appoint a majority of the Directors of the Board of Directors and control the Association at whichever of the following times shall first occur (the "Turnover Date").

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1. Three (3) years after fifty percent (50%) percent of the Units have been conveyed to purchasers;
2. Three (3) months ninety (90%) percent of the Units have been conveyed to purchasers;
3. When all of the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;
4. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
5. When the Developer files a petition seeking protection in bankruptcy;
6. When a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or
7. Seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), F.S., or the recording of an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first.

C. Developer shall be entitled to appoint at least one-third (1/3) of the total members of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Developer as a Unit Owner for capital improvements.
2. Any action by the Association that would be detrimental to the sales of Units by the Developer.

D. On the Turnover Date, the Association shall execute in favor of the Developer a receipt and acknowledgment of all items delivered to the Association by the Developer and a commitment to maintain and operate all systems and equipment within the Condominium Property in accordance with the operating manuals and warranties therefor.

ARTICLE XIII. BYLAWS

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

ARTICLE XIV. INCORPORATOR

The names and street addresses of the Incorporator of the Association is as follows: Aldo D. Martin, 13574 Village Park Drive, #125, Orlando, Florida 32837.

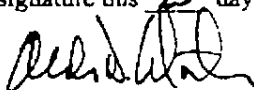
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ARTICLE XV.
AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all Members of the Association and all rights conferred upon the Members herein are granted subject to this reservation.

The undersigned incorporate has hereunto affixed his signature this 23 day of May, 2018.



Aldo D. Martin, incorporator

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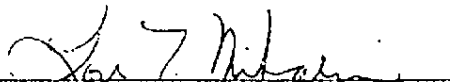
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ACCEPTANCE BY REGISTERED AGENT

I hereby accept the appointment as registered agent of **THE VILLAGE AT HUNTERS CREEK BUILDING "P" CONDOMINIUM ASSOCIATION, INC.**, and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

LSEB AGENT SERVICES, INC.

By: 
Lori T. Milvain
Title: VICE PRESIDENT / DIRECTOR