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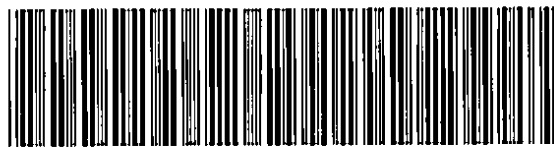
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TALLAHASSEE, FL

**ARTICLES OF INCORPORATION
OF
THE VILLAGE GREATER COMMON OWNERS ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT-FOR-PROFIT)**

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SECRETARY OF STATE
TALLAHASSEE, FL

The undersigned, being above the age of eighteen (18) years and competent to contract, for the purpose of forming a not-for-profit corporation under the provisions of Chapter 617 of the laws of the State of Florida, do hereby adopt the following Articles of Incorporation and do hereby agree and certify as follows:

**ARTICLE I
Name and Principal Address**

The name of this corporation shall be **THE VILLAGE GREATER COMMON OWNERS ASSOCIATION, INC.** (the "Association"), and its principal address shall be 14101 Town Loop Boulevard, Orlando, FL 32837.

**ARTICLE II
Term and Commencement**

This Association shall have perpetual existence unless dissolved according to law. Corporate existence shall commence with the filing of these Articles of Incorporation with the Secretary of State.

**ARTICLE III
Definitions**

The terms used in these Articles of Incorporation shall have the same meaning as the defined terms in the Original Declaration and its amendments (identified below), unless these Articles of Incorporation specifically provide otherwise or, or unless the context dictates a contrary meaning.

**ARTICLE IV
Purposes**

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which this Association is organized are to act as Maintenance Administrator and Approving Party and provide for maintenance, preservation and improvement of the Common Area and to operate the property, which consists of Lots "A" through "S" and the Common Area, as more particularly described in the Original Declaration and its amendments (the "Property"). Further, the purpose is to promote the health, safety, and welfare of the Owners within the Property.

**ARTICLE V
Power**

The Association, through its Board of Directors, shall have the power to:

(a) Exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association, the Maintenance Administrator and the Approving Party, as set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Village at Hunters Creek recorded at Official Records Book 8170, Page 4758, in the Public Records of Orange County, Florida (the "Original Declaration") and amended by: the First Amendment to Declaration

of Covenants, Conditions and Restrictions for The Village at Hunters Creek, recorded Official Records Book 8220, Page 1663 (the "First Amendment"); the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Village at Hunters Creek, recorded Official Records Book 9225, Page 4468 (the "Second Amendment"); the Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Village at Hunters Creek, recorded Official Records Book 10069, Page 7552 (the "Third Amendment"); and the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Village at Hunters Creek, recorded Official Records Book 10716, Page 8178 (the "Fourth Amendment") all of the Public Records of Orange County, Florida, and as the same may be further amended from time to time;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments 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 Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, and to pledge any revenues of the Association, including assessments, as security for loans made to the Association;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, utility or any third party for such purposes and subject to such conditions as may be agreed to by a majority vote of the voting interests;

(f) Operate, maintain and improve the Common Area;

(g) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional commercial property and Common Area; and

(h) Have and to exercise any and all powers, rights and privileges conferred on a corporation organized under the Florida Not For Profit Corporation Act as currently in effect and as it may be amended, including without limitation all powers necessary or convenient to effect any or all purposes for which the corporation is organized.

ARTICLE VI

Members

Pursuant to Article IV (A) of the Original Declaration, Membership in the Association shall be solely comprised of the Owners on the basis of their Proportionate Share. Pursuant to the Second Amendment to the Declaration, Owner is defined as:

"The record owner of the fee simple title to a Lot within the Property. Notwithstanding any applicable theory of the law of mortgages, the term 'Owner' shall not mean or refer to any institutional mortgagee (and/or any other person or entity holding an interest merely as a security for the performance of an obligation), unless and until such institutional mortgagee has acquired title to a Lot pursuant to a foreclosure proceeding or a conveyance or other proceeding in lieu of foreclosure.

'Owner' shall include any corporation, individual, limited liability company, governmental agency, business trust, estate, trust, trustee, partnership, limited partnership, association, sole proprietorship, joint venture, two (2) or more persons having a joint or common interest, or any other legal entity or form of ownership that holds fee simple title to a Lot within the Property. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of the form or nature of such ownership. The term 'Owner' shall also not include the individual owner of a unit in any condominium (general office, medical office, retail or otherwise), but shall mean the condominium association for any condominium declared and established upon a Lot within the Property.

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ARTICLE VII

Voting Rights

(a) The voting rights shall be based upon the Owner's Proportionate Share, which is set forth on Exhibit "C" to the Third Amendment, unless and until Exhibit "C" is further amended, as provided for in the Original Declaration.

(b) When any Lot is owned of record in the name of two (2) or more persons or entities, such Owners shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Lot. If the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification, the Owner may not vote until the Owner(s) appoints its representative pursuant to this paragraph. If a Lot is subject to any condominium regime (or other subdivision association), the president (or vice president in the president's absence) of the association shall be deemed the representative of the Owner.

ARTICLE VIII

Board of Directors

The affairs of this Association shall be managed by a Board of three (3) Directors, who must be the Owner of a Lot or an owner of a condominium unit if the condominium association is deemed the Lot Owner. The number of directors may be either increased or decreased from time to time as provided in the Bylaws. The names and addresses of the initial Directors of this Association are:

- (a) Jennifer L. Poore, 13538 Village Park Dr., Suite 120, Orlando, FL 32837;
- (b) Beaudry, Duane R., 3405 Amaca Circle, Orlando, FL 32837; and
- (c) Arato, Francesco A., 13574 Village Park Dr., Suite 125, Orlando, FL 32837.

The method of election and the terms of Directors shall be as stated in the Bylaws.

ARTICLE IX

Bylaws

The power to adopt, alter, amend or repeal Bylaws shall be vested in the Board of Directors. The amendment procedure for the Bylaws shall be as set forth in the Bylaws.

The amendment procedure for the Bylaws shall be as set forth in the Bylaws.

ARTICLE X

Indemnification

(a) **Indemnity.** The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. 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 person failed to act in good faith and in a manner which he/she 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 his/her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law. 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.

(b) **Defense.** To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in paragraph (a) above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

(c) **Advances.** Reasonable 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 proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member, who shall repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article X. However, if the Board, by majority vote of the Board Members who are not a person seeking advance (or in the event there are only two remaining board Members, by unanimous vote; if no remaining board members, then by majority vote of the Members), determines that the person seeking advancement did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

(d) **Miscellaneous.** The indemnification provided by this Article X 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, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(e) **Insurance.** The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Association would have the duty to indemnify him/her against such liability under the provisions of this Article.

ARTICLE XI Amendment

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and such amendment or repeal shall require the assent of a majority of the voting interests present, in person or by proxy, once a quorum has been attained at a properly noticed meeting.

ARTICLE XII Registered Office and Registered Agent

The street address of the initial registered office of this Association is 111 N. Orange Ave., Suite 1400, Orlando, FL 32801, and the name of the initial registered agent of this Association is Becker & Poliakoff, P.A. The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

ARTICLE XIII Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the voting interests. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, including but not limited to the Common Area, 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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV Incorporator

The name and residence of the incorporator of the Association is as follows: Duane R. Beaudry, as President of The Village at Hunters Creek Building "J" Commercial Condominium Association, Inc., 14101 Town Loop Boulevard, Orlando, FL 32837.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 20th day of NOVEMBER, 2019.

BY: 

PRINT NAME: Duane R. Beaudry

President of The Village at Hunters Creek Building "J"
Commercial Condominium Association, Inc.

(Notary on Next Page)

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of November, 2019, by Duane R. Beaudry, as President of The Village at Hunters Creek Building "J" Commercial Condominium Association, Inc., who [☒] is personally known to me, or who [] produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Carmen Elena Santiago Rivera
Commission No.: GG 130415
Commission Expires: Sep 4, 2021

(NOTARY SEAL)



ACCEPTANCE BY REGISTERED AGENT

THE UNDERSIGNED, having been named to accept service of process for the above stated Corporation, at the place designated in the foregoing Articles of Incorporation, hereby accepts to act in this capacity and agrees to comply with the provisions of Section 48.091, Florida Statutes, and all other provisions thereof, relative to keeping open said office and Section 617.0501, Florida Statutes.

BY: Elizabeth A. Lanham-Patrie
PRINT NAME: Elizabeth A. Lanham-Patrie, Esq.
For the Firm, Becker & Poliakoff, P.A.

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