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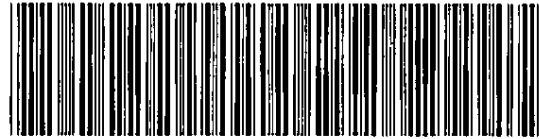
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## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

SUBJECT: Vista Palms Homeowners' Association, Inc.  
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

FROM: Amber Coleman, Esq.  
Name (Printed or typed)

424 Luna Bella Lane, Suite 122  
Address

New Smyrna Beach, FL 32168  
City, State & Zip

(386) 428-8448  
Daytime Telephone number

acoleman@geosamfl.com  
E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the articles.**

**FILED**  
2020 JAN 16 AM 11:09  
CLERK OF STATE  
TALLAHASSEE, FL

Prepared by and after recording return to:  
Amber Lynn Coleman, Esq.  
424 Luna Bella Lane, Suite 122  
New Smyrna Beach, FL 32168

FILED  
2020 JAN 16 AM 11:09  
SECRETARY OF STATE  
TALLAHASSEE, FL

**ARTICLES OF INCORPORATION  
OF  
VISTA PALMS HOMEOWNERS' ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)**

The undersigned, for the purpose of forming a corporation not-for-profit under Chapter 617 of the Florida Statutes, hereby files these Articles of Incorporation and certifies as follows:

**ARTICLE I  
GENERAL**

1.1. Name. The name of the Association shall be Vista Palms Homeowners' Association, Inc. (the "Association"). The initial principal office of the Association shall be at 424 Luna Bella Lane, Suite 122, New Smyrna Beach, FL 32168.

1.2. Definitions. The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Vista Palms at Venetian Bay, unless herein provided to the contrary or the context otherwise requires.

**ARTICLE II  
PURPOSE**

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association and which is subject to the Declaration, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration which is to be recorded in the Public Records of Volusia County, Florida, including, without limitation, the establishment and enforcement of the payment of Assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property within the Community.

**ARTICLE III  
POWERS AND DUTIES**

Association shall have all of the powers set forth in Section 617.0302, Florida Statutes, including, without limitation, the following powers:

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of these Articles, the Declaration, or the Bylaws of the Association.

3.2 Necessary Powers. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Article, and all powers and duties reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including but not limited to the following:

A. To make and collect Assessments against Members to defray the costs and expenses of the Association.

- B. To use the proceeds of Assessments in the exercise of its powers and duties.
- C. To purchase, own, hold, lease, maintain, repair, replace, improve, operate, and convey property, in accordance with the Declaration.
- D. To purchase insurance upon the Maintenance Areas or any other property subject to the Declaration and insurance for the protection of the Association and its directors, in the amounts required by the Declaration.
- E. To dedicate or to transfer all or any part of the Association's property, if any, to any public agency, authority, community development district or utility for such purposes and subject to such conditions as may be approved pursuant to the Declaration.
- F. To reconstruct the improvements to the Maintenance Areas after casualty, and to further improve the Maintenance Areas, as provided in the Declaration.
- G. To make and amend reasonable Rules and Regulations regarding the use of the Maintenance Areas in accordance with the requirements set forth in the Bylaws.
- H. To contract for the management of the Maintenance Areas and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the membership.
- I. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Maintenance Areas.
- J. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Maintenance Areas as same may be promulgated, modified, or amended from time to time by the Association.
- K. To pay the cost of all power and reuse services rendered to the Maintenance Areas, and not billed to the Owners.
- L. To enter upon any Lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of the Maintenance Areas.
- M. To grant such permits, licenses, and easements over the Maintenance Area for utilities, roads, and other purposes reasonably necessary or useful to the Association.
- N. To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired, or for any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assessment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated.
- O. To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.
- P. To charge recipients for services rendered by the Association where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

#### **ARTICLE IV** **MEMBERSHIP**

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

4.2 The Members of this Association shall consist of all Owners of Lots within the Community, including Developer when an Owner as defined in the Declaration. No other Persons or entities shall be entitled to membership, except as otherwise provided herein.

4.3 Subject to the provisions of the Declaration and the Bylaws of this Association, membership shall be automatically established upon acquisition of the ownership of fee simple title in a Lot, whether by conveyance, devise, judicial decree, or otherwise and by the recordation in the Public Records of Volusia County, Florida, of the deed or other instruments validity establishing such acquisition and designating the Lot affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall automatically terminate upon conveyance or other divestment of title to such Member's Lot.

The interest of a Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot which is the basis of his membership in the Association.

4.4 Each and every Member shall be entitled to the benefits of membership in the Association and shall be bound to abide by the provisions of the Governing Documents.

4.5 The secretary of the Association shall maintain a list of the Members of the Association. Whenever any Person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the secretary in writing, giving his name, address, and Lot number; provided, however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The secretary may, but shall not be required to, search the Public Records of Volusia County, Florida or make other inquiry to determine status and correctness of the list of Members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

4.6 The Association shall have two (2) classes of voting Members, as follows:

A. Class A: Each Lot Owner shall be a Class A Member, with the exception of Developer while a Class B Member. The Owner or Owners of a Lot shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) individual or by corporation or other entity, said Owners, corporation, or other entity shall file a certificate with the secretary naming the Person or Persons authorized to cast said Lot vote. Notwithstanding the above, if: (1) no certificate of designation is on file, and a majority of the Owners of a Lot are present (either in person or by proxy) and cast their votes unanimously; or (2) a majority of those designated in the certificate to vote on behalf of the Lot are present (either in person or by proxy) and cast their votes, unanimously, then said votes shall be counted and considered as one vote for each Lot so owned.

B. Class B: Developer, its successor, or assigns, shall be the Class B Member. The Class B membership shall terminate and convert to a Class A membership on the earlier of the occurrence of one of the following events (the "Turnover Date"):

i. Three (3) months after Developer has conveyed ninety percent (90%) of the Lots in the Community have been conveyed by Developer, or its successors or assigns, to Members other than builders, contractors, or others who purchase Lots for the purpose of constructing Improvements thereon for resale; or

ii. Developer, or its successors or assigns, so elects by written notice to the Association to terminate its Class B membership.

Notwithstanding anything to the contrary contained herein, upon conversion of the Class B membership to Class A membership, Developer shall become a Class A Member with regard to each Lot owned by it, and shall be entitled to one (1) vote for each such Lot on all questions and matters coming before the membership of the Association for vote thereon.

Prior to the Turnover Date, the Class B Member shall be entitled to nine (9) votes for each Lot it owns in the Community. Except as otherwise provided in the Governing Documents or under applicable Florida law, a majority (more than fifty percent (50%)) of the Class A and Class B Member votes cast in person or represented by written proxy, shall decide any question properly brought before a special or annual meeting of the Members.

## **ARTICLE V** **DIRECTORS**

5.1 The affairs and portions of property subject to the Declaration and to be maintained by the Association shall be managed and governed by a Board of Directors composed initially of three (3) Directors. The number of Directors comprising succeeding Board of Directors shall be provided from time to time in the Bylaws of the Association, but in no event shall there be less than three (3) nor more than nine (9) Directors; provided however, that the total number of Directors shall always be an odd number. The number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the Bylaws of the Association. The Directors need not be Members of the Association or residents of the State of Florida.

5.2 All Directors shall be appointed by and shall serve at the pleasure of Developer until the Turnover Date at which time Developer shall continue to be entitled to appoint at least one (1) member of the Board of Directors until such time as Developer holds less than five percent (5%) of the Lots for sale in the ordinary course of business in the Community.

5.3 All Directors who are not subject to appointment by Developer shall be elected by the Members. Elections shall be by plurality vote.

5.4 The Directors of the Association shall be appointed 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 in the Bylaws.

5.5 The names and addresses of the Persons constituting the initial Board of Directors, who shall serve until their successors are elected or appointed and have qualified, or until removed, are as follows:

Christopher Roy  
424 Luna Bella Lane, Suite 112  
New Smyrna Beach, FL 32168

Amber Coleman  
424 Luna Bella Lane, Suite 122  
New Smyrna Beach, FL 32168

Nick Powell  
424 Luna Bella Lane, Suite 122  
New Smyrna Beach, FL 32168

## **ARTICLE VI** **OFFICERS**

6.1 The officers of the Association, to be elected by the Board of Directors, shall be a president, and at least one (1) vice president, secretary, and treasurer, and such other officers as the Board shall deem appropriate from time to time. The same Person may hold two or more offices; provided, however, the office of president shall not be held by the same Person holding the office of vice president or secretary. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the Bylaws.

6.2 The initial officers of the Association, who shall hold office until their successors are elected, are as follows:

Christopher Roy – President  
Amber Coleman – Vice President  
Nick Powell – Treasurer, Secretary

## **ARTICLE VII** **EXISTENCE AND DURATION**

Existence of the Association shall commence upon the filing of these Articles of Incorporation with the Florida Secretary of State. The Association shall exist in perpetuity, unless dissolved pursuant to the provisions of Article VIII below.

## **ARTICLE VIII** **DISSOLUTION AND SUCCESSOR ENTITIES**

The Association may be dissolved only with the consent in writing by at least two-thirds (2/3) of the total Class "A" votes in the Association, and the consent of Developer so long as Developer owns any property subject to the Declaration. In the event of the dissolution of the Association, or any successor entity thereto, other than incident to a merger or consolidation, any property dedicated or conveyed to the Association shall be transferred to either a successor entity or an appropriate governmental agency or public body 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 a non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

## **ARTICLE IX** **REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Association shall be at 424 Luna Bella Lane, Suite 122, New Smyrna Beach, FL 32168, and the Registered Agent of the Association at such address shall be Amber Lynn Coleman, Esq. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. All books and records of the Association shall be kept at its registered office.

## **ARTICLE X** **BYLAWS**

The initial Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Such Bylaws shall be attached to the Declaration and filed with the Public Records of Volusia County, Florida. Thereafter, the Bylaws may be altered, amended, or rescinded by a majority vote of the Directors in the manner provided by such Bylaws. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

**ARTICLE XI**  
**INDEMNIFICATION OF DIRECTORS AND OFFICERS**

11.1 The Association shall indemnify any Person who was or is a party or 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 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 him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. 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, in and 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, that had no reasonable cause to believe that his conduct was unlawful.

11.2 To the extent that a Director, officer, employee, or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaws, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a Member of the Board, officer, employee, or agent and shall inure to the benefits of the heirs, executors, and administrators, or such Person.

11.4 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 him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

**ARTICLE XII**  
**AMENDMENTS**

12.1 Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by majority vote of the Board of Directors or by ten percent (10%) of the Members. Such proposals shall be in writing, shall describe the proposed amendment, and shall be delivered to the president of the Association who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Should the president fail to call such special meeting, the Members may, in lieu thereof, call a special meeting. Notice of such special meeting shall be given and posed in the manner provided in the Bylaws. Affirmative vote of two-thirds (2/3) of the total votes of the Association membership (not just those voting) shall be required for approval of the proposed amendment or amendments. Moreover, no amendment affecting the rights of Developer shall be effective as long as there is a Class B Member, without the prior written consent of such Class B Member.

12.2 Any Member may waive the requirements of this Article as to the notice of special meetings to vote on proposed amendments to these Articles of Incorporation, either before, at, or after a



membership meeting at which a vote is taken to amend these Articles. Any amendment not requiring the written consent of Developer which has passed by two-thirds (2/3) of the total votes of the Association membership shall not be invalid merely because some Members did not receive notice of the special meeting.

### **ARTICLE XIII** **BUDGET AND EXPENDITURES**

The Association shall obtain funds which to operate by Assessment of its Members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying Assessments against all Lots subject to Assessment, which budget shall be conclusive and binding upon all Owners; provided, however, the Board of Directors may thereafter, at any time, approve or ratify variations from such budget.

### **ARTICLE XIV** **MISCELLANEOUS PROVISIONS**

14.1 Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

14.2 Invalidation of any of these Articles or portions thereof by judgment, court order, or operation of law shall in no way affect other provisions, which shall remain in full force and effect.

14.3 In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provision of the Declaration shall prevail.

### **ARTICLE XV** **INCORPORATOR**

The name of the Incorporator of this Association is Amber Lynn Coleman, Esq., and such Incorporator's address is 424 Luna Bella Lane, Suite 122, New Smyrna Beach, FL 32168.

[Remainder of Page Intentionally Blank. Signatures on Following Page.]

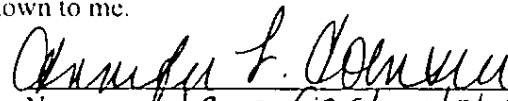
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TALLAHASSEE, FL

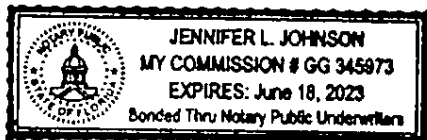
IN THE WITNESS WHEREOF, the above-named Incorporator has hereunto set his hand and seal this 13<sup>th</sup> day of January, 2020.

  
Amber Lynn Coleman, Esq., Incorporator

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2020, by Amber Lynn Coleman, Esq. as Incorporator of Vista Palms Homeowners' Association, Inc., on behalf of the Association, who is personally known to me.

  
Name: Jennifer L. Johnson  
My Commission Expires: 06/18/2023 Notary Public



**ACCEPTANCE OF REGISTERED AGENT**

Having been named as registered agent to accept service of process for Vista Palms Homeowners' Association, Inc. at the place designated in these Articles, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

  
Amber Lynn Coleman, Esq.

**FILED**  
2020 JAN 16 AM 11:10  
SECRETARY OF STATE  
TALLAHASSEE, FL