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Florida Department of State
Division of Corporations
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**FLORIDA PROFIT/NON PROFIT CORPORATION Villatel
Village at Solterra Resort Homeowner's Association, Inc.**

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October 5, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

VCORP SERVICES, LLC

SUBJECT: VILLAGE AT SOLTERRA RESORT HOMEOWNER'S ASSOCIATION, INC.
REF: W20000113935

We have received your document for VILLAGE AT SOLTERRA RESORT HOMEOWNER'S ASSOCIATION, INC. and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

WILLIAM LAWRENCE
Regulatory Specialist II

FAX Aud. #: H20000343467
Letter Number: 920A00019260

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September 30, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

VCORP SERVICES, LLC

SUBJECT: VILLATEL VILLAGE AT SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC
REF: W20000112241

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

You must list at least one incorporator with a complete business street address.

Section 605.0203(1), Florida Statutes, requires the document(s) to be signed by one person acting as an authorized representative.

If you have any further questions concerning your document, please call (850) 245-6052.

Derrick Thompson
Regulatory Specialist II
New Filing Section

FAX Aud. #: H20000338629
Letter Number: 220A00018855

ARTICLES OF INCORPORATION
FOR
VILLATEL VILLAGE AT SOLTERRA RESORT
HOMEOWNER'S ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
FOR
VILLATEL VILLAGE AT SOLTERRA RESORT HOMEOWNER'S
ASSOCIATION, INC.**

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, adopt(s) the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation is **VILLATEL VILLAGE AT SOLTERRA RESORT HOMEOWNER'S ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE 2
DEFINITIONS AND GENDER REFERENCES

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, and Restrictions for Villatel Village at Solterra Resort, recorded (or to be recorded) in the Public Records of Polk County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires. All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. References to one gender shall be deemed to include all genders.

ARTICLE 3
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the corporation shall be at 900 Jack Nicklaus Court, Reunion, FL 34747 or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE 4
PURPOSES

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration. The further objects and purposes of the Association are to preserve the values and amenities in the Properties and to maintain the Common Areas thereof for the benefit of the Owners.

ARTICLE 5

POWERS

The powers of the Association shall include and be governed by the following:

- 5.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida, except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.
- 5.2 **Enumeration.** In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Properties pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Areas, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the Common Areas and insurance for the protection of the Association, its officers, directors and Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Properties and for the health, comfort, safety and welfare of the Owners.
 - (f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Areas and applicable law.
 - (g) To contract for the management and maintenance of the Common Areas and to authorize a management agent (which may be an affiliate of the Declarant) 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 Areas 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 to make Assessments, promulgate rules and execute contracts on behalf of the Association.

- (h) To employ personnel or engage contractors to perform the services required for the proper operation of the Common Areas.
- (i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/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 such Owner's Lot, and each mortgagee of an Owner by acceptance of a lien on said Lot, 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.

- 5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall, be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).
- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

ARTICLE 6 MEMBERS

- 6.1 Membership. The members of the Association shall consist of the Declarant and all of the record title owners of Lots within the Properties from time to time and the Club Owner.
- 6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot or other property for which that share is held.
- 6.3 Voting. The Association shall have three (3) classes of voting membership:

Class A Memberships. All Owners shall hold a Class A Membership except the Club Owner and Declarant (as long as the Class B Membership shall exist, and thereafter, the Declarant shall hold a Class A Membership to the extent it would otherwise qualify). Each Class A

Membership shall have one (1) vote for each Lot owned. If a Lot is owned by a corporation, trust, partnership, or similar entity, or by tenants in common, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or superseded by a subsequent certificate or until a change occurs in the ownership of the Lot concerned.

Class B Membership. The Declarant shall hold Class B Membership and shall have one (1) vote in all Association matters, plus ten (10) votes for each vote which may be cast, in the aggregate, by Owners holding the Class A Memberships and the Class C Membership. The Class B Membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth Chapter 720.307, Florida Statutes, as further detailed in Section 6.5 of these Articles below.

Class C Membership. The Club Owner shall hold the Class C Membership and shall have (1) vote in all Association matters.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

- 6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.
- 6.5 Proviso. Unless the Class B Member elects to terminate the Class B Membership sooner, the Class B Membership shall cease and terminate: (a) three months after ninety (90%) percent of the Lots that will ultimately be operated by the Association have been conveyed to purchasers; or (b) fifteen (15) years after recordation of the Declaration, whichever occurs first. Notwithstanding anything to the contrary contained herein, as provided in Chapter 720.307, Florida Statutes, conveyances to Builders (as defined in the Declaration) shall not be counted as having been conveyed to purchasers for the purpose of determining whether ninety percent (90%) of the Lots have been conveyed to purchasers. The Declarant is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business five percent (5%) of the Lots that will be operated ultimately by the Association.

The Declarant may transfer control of the Association to Owners other than the Declarant prior to such dates in its sole discretion by causing enough of its appointed directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect directors and assume control of the Association. Provided at least fourteen (14) days' notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor

such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control of the Association.

Within seventy-five (75) days after the Owners other than the Declarant are entitled to elect a member or members of the Board of Directors, or sooner if the Declarant has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Owner if the Association fails to do so.

Within ninety (90) days after the Owners other than the Declarant are entitled to elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association, the Owners shall accept control, and Declarant shall deliver to the Association, at Declarant's expense, all property of the Association held or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) All deeds to common property owned by the Association.
- (b) The original of the Declaration.
- (c) A certified copy of the Articles of Incorporation.
- (d) A copy of the Bylaws.
- (e) The minute books, including all minutes of Association meetings.
- (f) The books and records of the Association.
- (g) Policies, rules, and regulations, if any, which have been adopted by the Association.
- (h) Resignations of directors who are required to resign because the Declarant is required to relinquish control of the Association.
- (i) The financial records of the Association from the date of incorporation through the date of turnover.
- (j) All Association funds and control thereof.
- (k) All tangible property of the Association.
- (l) A copy of all contracts which may be in force with the Association as one of the parties.
- (m) A list of the names and addresses and telephone numbers of all contractors, subcontractors, or others in the current employ of the Association.

- (n) Any and all insurance policies of the Association then in effect.
- (o) Any permits issued to the Association by governmental entities.
- (p) Any and all warranties in effect.
- (q) roster of current Owners and their addresses and telephone numbers and section and Lot numbers.
- (r) Employment and service contracts of the Association then in effect.
- (s) All other contracts in effect to which the Association is a party.
- (t) The financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of turnover. The records shall be audited by an independent certified public accountant for the period from the incorporation of the association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation and otherwise in accordance with Chapter 720.307, Florida Statutes.

ARTICLE 7 **TERM OF EXISTENCE**

The Association shall have perpetual existence.

ARTICLE 8 **OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association as provided for in the Bylaws and such officers shall and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

ARTICLE 9 **DIRECTORS**

- 9.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall initially consist of three (3) directors appointed by the Declarant. Other than directors appointed by the Declarant, every director must be an Owner (or if a Lot is owned by a legal entity such as a trust, corporation, partnership or limited liability company, a beneficiary, trustee, equity owner, officer, director or partner of such entity, as applicable).
- 9.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised

exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Owners when such approval is specifically required.

- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 9.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 9.5 Declarant's Directors. The names and addresses of the Declarant's Directors who shall hold office until their successors are elected and have taken office, in the manner provided by the Bylaws, are:

NAME

ADDRESS

Stephen Lobell

900 Jack Nicklaus Court,
Reunion, FL 34747

Patricia McVay

70 Greene Street, Apt 2210
Jersey City, NJ 07302

Sharon Harley

7978 Lake Wilson Road
Davenport, FL 33896

- 9.6 Standards. A director shall discharge his duties as a director, including any duties as a member of a committee of the Board of Directors in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a committee of which the director is not a member if the director reasonably believes the committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 10
INDEMNIFICATION PROVISIONS

- 10.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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 interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 10.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Section 10.2 in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 10.3 Indemnification for 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 proceeding referred to in Section 10.1 or 10.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 10.4 Determination of Applicability. Any indemnification under Section 10.1 or Section 10.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 or Section 10.2. Such determination shall be made:

- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - (1) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
 - (2) if a quorum of the directors cannot be obtained for paragraph (a) and the committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which directors who are parties may participate); or
- (d) By a majority of the voting interests of the Members of the Association who were not parties to such proceeding.

10.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph (c) shall evaluate the reasonableness of expenses and may authorize indemnification.

10.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

10.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this **Article 10** are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, or vote of disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) 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 or in a proceeding by or in the right of the members of the Association.

10.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

10.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under Section 10.3 in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The Director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to **Section 10.7**; or
- (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in **Section 10.1**, **Section 10.2**, or **Section 10.7**, unless (a) 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 or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe

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

10.10 Definitions. For purposes of this **Article 10**, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

10.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this **Article 10** shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 11 **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 in the Bylaws and the Declaration.

ARTICLE 12 **AMENDMENTS**

Amendments to these Articles shall be proposed and adopted by the Board of Directors in the following manner:

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any Board of Directors meeting at which the proposed amendment is to be considered. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors. Directors not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the

Secretary at or prior to the meeting. The approval must be by not less than a majority of the members of the Board of Directors.

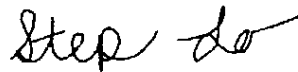
- 12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or Club Owner or mortgagees of Lots without the consent of said Declarant or Club Owner or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this **Section 12.3** shall be valid.
- 12.4 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.
- 12.5 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 Palm Beach County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration were recorded which contains, at an exhibit, the initial recording of these Articles.

ARTICLE 13
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the Registered Agent of this corporation is Vcorp Services, LLC. The registered agent at that address is 5011 South State Road 7, Suite 106, Davie, FL 33314.

IN WITNESS WHEREOF, the President of the Corporation, being the initial incorporator and authorized representative, has affixed his signature the day and year set forth below.

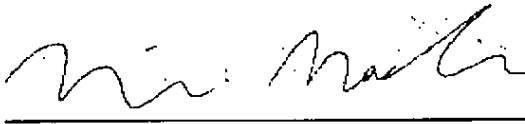
Date: June 29, 2020



Stephen D. Bell, President, Initial
Incorporator and Authorized
Representative, having an address
of 900 Jack Nicklaus Court,
Reunion, FL 34747

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
20 OCT -5 PM 6:57
FILED

Having been named as registered agent to accept service of process for company, Villatel Village at Solterra Resort Homeowner's Association, Inc., at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Miriam Nachison, Assistant Secretary

October 2, 2020

FILED
20 OCT -5 PM 6:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA