

Division of Corporations

Page 1 of 2

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H21000103744 3)))



H210001037443ABCW

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : GREENSPOON MARDER, P.A.
Account Number : 076064003722
Phone : (888) 491-1120
Fax Number : (954) 333-4242

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: bcale@miniousa.com

FLORIDA PROFIT/NON PROFIT CORPORATION
LATITUDE AT WATERSOUND AMENITY ASSOCIATION
INC.

Certificate of Status	1
Certified Copy	1
Page Count	12
Estimated Charge	\$87.50

RECEIVED
2021 MAR 15 PM 12:02
J DENNIS
MAR 16 2021

**ARTICLES OF INCORPORATION
OF
LATITUDE AT WATERSOUND AMENITY ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Amenities Declaration.

1. "Amenity Association" means Latitude at Watersound Amenity Association, Inc., a Florida corporation not for profit. The "Amenity Association" is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).
2. "Amenity Association Property" means the property defined as "Amenity Association Property" in the Amenities Declaration.
3. "Amenities Declaration" means the Amenities Declaration of Covenants, Conditions, Restrictions and Easements for Amenities within Latitude at Watersound, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
4. "Articles" means these Articles of Incorporation and any amendments hereto.
5. "Assessments" means the assessments for which all Owners are obligated to the Amenity Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined in the Amenities Declaration) and any and all other assessments which are levied by the Amenity Association in accordance with the Governing Documents.
6. "Board" means the Board of Directors of the Amenity Association.
7. "Bylaws" means the Bylaws of the Amenity Association and any amendments thereto.
8. "County" means Bay County, Florida.
9. "Declarant" means LMWS, LLC, a Delaware limited liability company, or any successor or assign that is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Any Person who at any time holds the rights of Declarant hereunder

(((H21000103744 3)))

and subsequently transfers or assigns the rights of Declarant to another Person shall be known as a "Predecessor Declarant" and, unless otherwise agreed in writing, shall be entitled to the rights of a Predecessor Declarant established in the Amenities Declaration. Whether or not specifically stated, a Predecessor Declarant shall be afforded the same protection with respect to matters arising during its tenure as Declarant as the Predecessor Declarant would have if it were still Declarant.

10. "Director" means a member of the Board.

11. "Governing Documents" means, in the aggregate, the Amenities Declaration, these Articles, the Bylaws, the Plat, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Amenities Declaration).

12. "HOA Act" means the Homeowners' Association Act, Chapter 720, Florida Statutes, as amended through the date the Amenities Declaration is recorded amongst the Public Records of the County.

13. "Home" means a residential dwelling unit constructed within Latitude at Watersound which is designed and intended for use and occupancy as a residence for a single family. The term "Home" shall include the "Lot" as defined below.

14. "Latitude at Watersound" means the planned development located in the County which encompasses the Property and is initially intended to comprise Homes and the Amenity Association Property, but subject to change in accordance with the Amenities Declaration.

15. "Lot" means any parcel of land within Latitude at Watersound as shown on the Plat upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land within Latitude at Watersound that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Amenities Declaration by a Supplemental Declaration.

16. "Member" means a member of the Amenity Association.

17. "Operating Expenses" means the expenses for which Owners through their respective Area Associations, are liable to the Amenity Association as described in the Governing Documents and include, but are not limited to, the costs and expenses incurred by the Amenity Association in owning, administering, operating, maintaining, financing, repairing, managing or leasing, but not reconstructing, replacing or improving, the Amenity Association Property and improvements thereon and all costs and expenses incurred by the Amenity Association in carrying out its powers and duties hereunder or under any other the Governing Documents.

18. "Owner" means the record owner, whether one (1) or more persons or entities of the fee simple title to any Lot within Latitude at Watersound, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

(((H21000103744 3)))

(((H21000103744 3)))

19. "Plat" shall mean any plat of Latitude at Watersound recorded in the Public Records of the County. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean and refer to the Additional Plat(s).

Unless otherwise defined herein, the terms defined in the Amenities Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II NAME

The name of this corporation shall be LATITUDE AT WATERSOUND AMENITY ASSOCIATION, INC. (hereinafter referred to as the "Amenity Association"). Its initial principal office and mailing address shall be at 4042 Park Oaks Boulevard, Suite 450, Tampa, Florida 33610.

ARTICLE III PURPOSES

The purpose for which the Amenity Association is organized is to take title to, operate, administer, finance, insure, repair, replace, manage, lease and maintain the Amenity Association Property in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV POWERS

The Amenity Association shall have the following powers and shall be governed by the following provisions:

A. The Amenity Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Amenity Association shall have all of the powers granted to the Amenity Association in the Governing Documents. All of the provisions of the Amenities Declaration and Bylaws which grant powers to the Amenity Association are incorporated into these Articles.

C. The Amenity Association shall have all of the powers reasonably necessary to implement the purposes of the Amenity Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Amenity Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Amenities Declaration

(((H21000103744 3)))

(((H21000103744 3)))

and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Amenity Association.

4. To own, administer, maintain, finance, insure, repair, replace, manage, lease and convey the Amenity Association Property in accordance with the Governing Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, replacing and management of the Amenity Association Property and to enter into any other agreements consistent with the purposes of the Amenity Association, including, but not limited to, agreements with respect to professional management of the Amenity Association Property and to delegate to such professional management certain powers and duties of the Amenity Association.

7. To enter into the Amenities Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Amenity Association mandate to keep and maintain the amenities within Latitude at Watersound in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Latitude at Watersound.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Amenity Association Property for which the Amenity Association has maintenance responsibility, all in accordance with the Amenities Declaration and, as security for any such loan, to collaterally assign the Amenity Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, after the Turnover Date (as hereinafter defined) the Amenity Association shall be required to obtain the approval (at a duly called meeting of the Members at which a quorum is present) of seventy-five percent (75%) of the voting interests all Members of the Amenity Association prior to the engagement of legal counsel by the Amenity Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;
- (c) the enforcement of Amenity Association rules;

(((H21000103744 3)))

(((H21000103744 3)))

(d) the enforcement of a contract entered into by the Amenity Association with vendors providing services to the Amenity Association;

(e) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Amenity Association, Amenity Association Property, or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the voting interests of the Members); and

(f) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Amenity Association, which are not included in the above exceptions shall be financed by the Amenity Association only with monies that are collected for that purpose by Special Assessment(s) and the Amenity Association shall not borrow money, use reserve funds, or use monies collected for other Amenity Association obligations.

ARTICLE V MEMBERS AND VOTING

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

A. Until such time as the first deed of conveyance of a Home to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the Membership of the Amenity Association shall be comprised solely of Declarant. Until the First Conveyance, shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the Membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter the Area Association that represents the Lots in that Area, shall be a Member and exercise all of the rights and privileges of a Member.

C. The Amenity Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be the Area Associations, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot which is a member of such Area Association.

2. "Class B Member" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one (1). Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(a) Three (3) months after the conveyance by Declarant of ninety percent (90%) of the Lots in all Areas which may be added to the Community by

(((H21000103744 3)))

(((H21000103744 3)))

Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County;

(b) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the Community as described in the Governing Documents;

(c) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment;

(e) upon a receiver for the Class "B" Member being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Amenity Association or the Members; or

(f) at such time as Declarant shall designate in writing to the Amenity Association.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Amenity Association and elect not less than a majority of the Board.

Members other than Declarant are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Homes in all Areas of Latitude at Watersound which will ultimately be operated by the Amenity Association have been conveyed to Members.

A. The designation of different classes of Membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Governing Documents.

B. No Member may assign, hypothecate or transfer in any manner its Membership in the Amenity Association.

C. There shall be one (1) vote for each Lot represented by an Area Association, except for the Class "B" Member, as set forth herein.

D. A quorum shall consist of persons entitled to cast at least twenty percent (20%) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which this Amenity Association is to exist shall be perpetual.

(((H21000103744 3)))

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are: Brian Cale, 4042 Park Oaks Boulevard, Suite 450, Tampa, Florida 33610.

ARTICLE VIII OFFICERS

The affairs of the Amenity Association shall be managed by the President of the Amenity Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

ARTICLE IX FIRST OFFICERS

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

President	Teresa Kaknevcicius
Vice President	Brian Cale
Treasurer	Scott Gambone
Secretary	Dutch Neuweiler

ARTICLE X BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Amenity Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be an odd number based upon the number of Areas. In the event there are an even number of Areas, the Directors shall elect a Director – at – Large by a majority vote of the Directors. Except for Declarant-appointed Directors, Directors must be an officer or director of a Member. There shall be only one (1) vote for each Director.

(((H21000103744 3)))

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Teresa Kaknevicius	4042 Park Oaks Boulevard Suite 450 Tampa, Florida 33610
Brian Cale	4042 Park Oaks Boulevard Suite 450 Tampa, Florida 33610
Lara Mitchell	4042 Park Oaks Boulevard Suite 450 Tampa, Florida 33610

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Latitude at Watersound, if and when ultimately developed, will contain approximately one hundred seventy thousand (170,000) Homes ("Total Developed Homes"). For purposes of this paragraph, "Total Developed Homes" shall mean the approximately one hundred seventy thousand (170,000) Developed Lots which Declarant intends to develop in Latitude at Watersound. Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or amenity plan of Latitude at Watersound, the right to add recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Latitude at Watersound) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Latitude at Watersound according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

D. Upon the Turnover Date, the Members (other than Declarant) ("Area Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Area Members shall occur at a special meeting of the Membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Amenity Association, through the Board, within ninety (90) days after the Area Members are entitled to elect a majority of Directors. A notice of meeting shall be forwarded to all Area Members in accordance with the Bylaws; provided, however, that the Area Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Area Members and the remaining number of Directors designated by Declarant.

(((H21000103744 3)))

(((H21000103744 3)))

F. At the Initial Election Meeting, Area Members, the number of which may change from time to time, shall each designate one (1) Director, and Declarant, until the Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated, as described in Paragraphs E and F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Area Member-designated Director is removed in the manner hereinafter provided.

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

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Homes for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be selected by the Area Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be selected by the Area Members.

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

(((H21000103744 3)))

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Amenity Association shall be indemnified by the Amenity Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his or her being or having been a Director or officer of the Amenity Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Amenity Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Amenity Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

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

(((H21000103744 3)))

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

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

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

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; and/or (ii) any "Institutional Mortgagee" (as such term is defined in the Amenities Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant.

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

ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Amenity Association is 4042 Park Oaks Boulevard, Suite 450, Tampa, Florida 33610, and the initial registered agent of the Amenity Association at that address shall be Brian Cale.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 2 day of March, 2021.



Brian Cale, Incorporator

(((H21000103744 3)))

((H21000103744 3)))

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



Printed Name: Brian Cale

Dated: March 12, 2021

((H21000103744 3)))