

8/26/2021

N21000010202

Division of Corporations
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.

(((H21000320645 3)))



H210003206453ABCX

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 : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (614)280-3338
Fax Number : (954)208-0845

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

Email Address: _____

FLORIDA PROFIT/NON PROFIT CORPORATION
Windsong at Leesburg Phase 2 Community Association,

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$87.50

Electronic Filing Menu

Corporate Filing Menu

Help

21 AUG 26 PM 12:43
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-26-2021 BY 60322
UCBA

**ARTICLES OF INCORPORATION
OF
WINDSONG AT LEESBURG PHASE 2 COMMUNITY 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 Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes) (the "Act"), 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 1
NAME**

The name of the corporation shall be WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC (the "Association"). For convenience, these Articles of Incorporation shall be referred to as the "Articles" and the Bylaws of the Association as the "Bylaws". The other terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for Windsong at Leesburg Phase 2 ("Windsong at Leesburg Phase 2 Declaration"), to be recorded in the Public Records of Lake County, Florida (the "County"), unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 2
OFFICE**

The principal office and mailing address of the Association shall be at Windsong at Leesburg Phase 2 Community Association, Inc., c/o Lennar Homes, LLC, 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821, or such other address as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be designated by the Board of Directors.

**ARTICLE 3
PURPOSE OF ASSOCIATION**

The purpose for which this Association is organized is to own, operate, manage, maintain, repair, replace, insure, protect and improve the common areas of Windsong at Leesburg Phase 2, as described in and in accordance with the respective Windsong at Leesburg Phase 2 Association Documents and all other lawful purposes.

**ARTICLE 4
POWERS**

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

4.1 Powers. The Association shall have all of the common law and statutory powers of a Florida not for profit corporation, which are not in conflict with the terms of the Association Documents or the Act. The Association shall also have all of the powers granted or to be granted to the Association in the Association Documents.

4.2 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 Members in accordance with the provisions of the Windsong at Leesburg Phase 2 Declaration, these Articles and the Bylaws.

4.3 Distribution of Income. The Association shall not pay dividends to its Members and shall make no distribution of income to its Members, Directors or officers, unless otherwise authorized by the Act or the Windsong at Leesburg Phase 2 Declaration.

4.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Windsong at Leesburg Phase 2 Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Windsong at Leesburg Phase 2 Declaration, these Articles and the Bylaws.

ARTICLE 5 MEMBERS

5.1 Membership. Every Owner of a Lot which is subject to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

5.2 Voting. The voting interests for each Lot are set forth in the Windsong at Leesburg Phase 2 Declaration and the Bylaws. All votes shall be exercised or cast in the manner provided by the Windsong at Leesburg Phase 2 Declaration and the Bylaws. Any person or entity owning more than one Lot shall be entitled to cast the aggregate number of votes attributable to all Lots owned.

ARTICLE 6 TERM

The Association shall have perpetual existence.

ARTICLE 7 INCORPORATOR

The name and address of the incorporator of these Articles are as follows: Dana Goldman, Shutts & Bowen LLP, at 200 S. Biscayne Boulevard, Suite 4100, Miami, FL 33131.

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 in the manner provided in the Bylaws and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of officers from office, for filling vacancies and for the duties and qualifications of the officers.

ARTICLE 9 **INITIAL OFFICERS**

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

President	Valerie D'Ambrosio
Vice President	Michelle Barr
Secretary/Treasurer	Lane Register

ARTICLE 10 **BOARD OF DIRECTORS**

10.1 **Board**. 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 consist of not less than three (3) Directors.

10.2 **Duties and Powers**. All of the duties and powers of the Association existing at law or under the Act, the Windsong at Leesburg Phase 2 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 Members when such approval is specifically required.

10.3 **Term of Declarant's Directors**. The Declarant of Windsong at Leesburg Phase 2 shall appoint the members of the initial Board of Directors and their replacements who shall hold office for the periods described in the Bylaws. The names and addresses of the persons designated to serve as the initial Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Valerie D'Ambrosio	c/o Lennar Homes, 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821
Michelle Barr	c/o Lennar Homes, LLC., 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821
Lane Register	c/o Lennar Homes, LLC., 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821

10.4 **Election; Removal**. Directors of the Association shall be elected 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.

10.5 **Standards**. A Director shall discharge his or her duties as a director, including any duties as a member of a Committee: 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 or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by (a) one or more officers or employees of

the Association whom the Director reasonably believes to be reasonable and competent in the matters presented. (b) legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence, or (c) a committee 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 or she performed the duties of the office in compliance with the foregoing standards.

ARTICLE 11 **BYLAWS**

The initial 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.

ARTICLE 12 **INDEMNIFICATION**

12.1 **Indemnity.** The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he or she is or was a Director or officer of the Association and his or her heirs, personal representatives and administrators (each, an "**Indemnatee**"), against all loss, damage, claims, liability, cost and expense reasonably incurred by the Indemnatee, including reasonable attorneys' fees at the trial and appellate levels, except as to matters wherein the Indemnatee shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

12.2 **Amendment.** Anything to the contrary herein notwithstanding, no amendment to the provision of this Article 12 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

ARTICLE 13 **AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in the Bylaws. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 **Pre-Declaration Amendments.** Prior to the recording of the Windsong at Leesburg Phase 2 Declaration in the Public Records of the County, these Articles may be amended by an instrument approved by the Board of Directors and signed by the President or Vice President and the Secretary and filed in the Office of the Secretary of State of the State of Florida.

13.3 **Post-Declaration Amendments.** After the recording of the Windsong at Leesburg Phase 2 Declaration in the Public Records of the County, these Articles may be amended as provided in the Windsong at Leesburg Phase 2 Declaration.

13.4 Limitation. No amendment to these Articles shall be permitted which changes the rights, privileges and obligations of the Declarant or any Affiliate of the Declarant, without the prior written consent of the Declarant. No amendment to this Section 13.4 shall be effective.

13.5 Filing and Recording Requirements. The instrument amending these Articles shall identify the particular Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board of Directors or Voting Members, as applicable. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida and recorded in the Public Records as an amendment to the Association Documents. If the amendment occurs prior to the recording of the Governing Documents, a certified copy of each such amendment together with a certified copy of these Articles shall be attached as an exhibit to the Windsong at Leesburg Phase 2 Declaration to be recorded.

ARTICLE 14 **DISSOLUTION**

The Association may be dissolved only upon (a) a resolution duly adopted by the Board of Directors, and (b) the affirmative vote of the Voting Members having not less than two-thirds (2/3) of the total Voting Interests, and (c) so long as Declarant or any of Declarant's affiliates owns any property subject to the Windsong at Leesburg Phase 2 Declaration or which may be unilaterally subjected to the Windsong at Leesburg Phase 2 Declaration, the consent of the Declarant, for so long as Declarant owns any portion Windsong at Leesburg Phase 2.

ARTICLE 15 **REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered agent of the Association shall be CT Corporation System, and the street address of the initial registered office of the Association is Windsong at Leesburg Phase 2 Community Association, Inc., c/o CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 26th day of August, 2021.



Dana Goldman, Incorporator

21 AUG 26 PM 12:43
CALLED FOR FILING
FILED

REGISTERED AGENT CERTIFICATE

Having been named to accept service of process and serve as registered agent for Windsong at Leesburg Phase 2 Community Association, Inc., at the place designated in this Certificate, the undersigned hereby accepts the designation of Registered Agent of the Association, hereby agrees to act in this capacity, and is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

CT CORPORATION SYSTEM

By: Olga HinkelTitle: Vice PresidentPrint Name: Olga HinkelJUL 26 2021 12:38 PM
JUL 26 2021 12:38 PM
JUL 26 2021 12:38 PM

21 AUG 26 PM 12:43