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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Belvedere Medical Park Condominium Owners' Association**

|                       |         |
|-----------------------|---------|
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ARTICLES OF INCORPORATION OF  
BELVEDERE MEDICAL PARK CONDOMINIUM OWNERS' 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 Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the 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:

1. "Articles" mean these Articles of Incorporation and any amendments hereto.
2. "Association" or "Corporation" means Belvedere Medical Park Condominium Owners' Association, Inc., a Florida corporation not for profit.
3. "Association Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws and all of the instruments and documents referred to or incorporated therein including, but not limited to, amendments to any of the foregoing, as applicable.
4. "Board" means the board of directors of the Association.
5. "Bylaws" mean the bylaws of the Association and any amendments thereto.
6. "Common Elements" has the meaning set forth in the Declaration.
7. "Common Expenses" means the expenses for which Members are liable to the Association as described in the Association Documents and includes but is not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Common Elements or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties as set forth in the Association Documents, including, but not limited to, the cost of any reserves and any other expenses designated to be Common Expenses by the Board.
8. "County" means Volusia County, Florida.
9. "Developer" means HN Port Orange, LLC, a Florida limited liability company, and any successor or assign thereof. Any subsequent Developer shall not be liable for any default or obligations incurred by any prior Developer, except as may be expressly assumed by the subsequent Developer.

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10. "Declaration" means the Declaration of Condominium for the Association, which is intended to be recorded amongst the Public Records of Volusia County, Florida, and any amendments thereto.

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

12. "Incorporator" means the incorporator of these Articles.

13. "Member" means a member of the Association.

14. "Owner" means the owner(s) of the fee simple title to a Unit and includes Developer for so long as it is the owner of the fee simple title to a Unit.

15. "Unit" means a condominium unit located within the Association.

## ARTICLE II NAME

The name of this corporation shall be Belvedere Medical Park Condominium Owners' Association, Inc., a Florida corporation not for profit, whose principal address and mailing address is 832 Georgia Avenue, Suite 300, Chattanooga, TN 37402.

## ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Common Elements in accordance with the terms of, and purposes set forth in, the Association Documents and to carry out the covenants and enforce the provisions of the Association Documents.

## ARTICLE IV POWERS

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

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

2. The Association shall have all of the powers to be granted to the Association by the Association Documents and under Florida law. All of the provisions of the Declaration and the Bylaws which grant powers to the Association are incorporated into these Articles.

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

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- a. To perform any act required or contemplated by it under the Association Documents.
  - b. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Common Elements.
  - c. To make, levy and collect "Assessments" (as defined in the Declaration) for the purpose of obtaining funds from the Members to pay Common Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.
  - d. To maintain, repair, replace and operate the Common Elements in accordance with the Association Documents.
  - e. To enforce by legal means the obligations of the Members and the provisions of the Association Documents.
  - f. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Common Elements and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Common Elements and to delegate to such professional management certain powers and duties of the Association.
  - g. To enter into the Declaration and any amendments thereto and instruments referred to therein.
4. The Association shall have all of the powers reasonably necessary 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.

#### ARTICLE V MEMBERS AND VOTING

The qualification of Members, 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:

1. Until such time as the first deed of conveyance of a Unit from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Incorporator and the Incorporator shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

2. Upon the First Conveyance, Developer shall be a Member as to each of the remaining Units owned by Developer until each such Unit is conveyed to another owner, and

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thereupon and thereafter each and every Owner, including Developer as to Units owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

3. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Unit is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Unit shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

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

- a. "Class A Members" shall be all Owners who shall be entitled to one (1) vote for each Unit they own prior to the Turnover Date. After the Turnover Date, Class A Members shall be entitled to one (1) vote for each Unit they own, which vote shall be weighted based upon the percentage of ownership as reflected in Exhibit A hereof.
- b. "Class B Member" shall be Developer who shall be entitled to two (2) times the total number of votes of the Class A members plus one (1) additional vote, thus giving the Class B Member at least a 2/3 majority of votes in the Association. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):
  - i. Three (3) years after the conveyance of fifty percent (50%) of the Units by Developer, as evidenced by the recording of instruments of conveyance of such Units amongst the Public Records of the County;
  - ii. Three (3) months after the conveyance of ninety percent (90%) of the Units by Developer, as evidenced by the recording of instruments of conveyance of such Units amongst the Public Records of the County;
  - iii. When all the Units that will be operated by the Association have been completed, some of the Units have been conveyed to purchasers, and none of the other Units are being offered for sale by the Developer in the ordinary course of business;
  - iv. When some of the Units have been conveyed to purchasers and none of the other Units are being constructed or offered for sale by the Developer in the ordinary course of business;
  - v. When the Developer files a petition seeking protection in bankruptcy;
  - vi. When a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court

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determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or Members;

- vii. Seven (7) years after the date of the recording of the certificate of a surveyor and mapper or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or
- viii. Termination of the Class B Membership by resignation of all Developer appointed Directors and delivery to the secretary of the Association of a certificate in recordable form, signed by Developer and stating that Developer elects to terminate its Class B membership.

On the Turnover Date, Class A Members including Developer shall assume control of the Association and elect the Board.

5. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Units, 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 Association Documents.

6. No Member may assign, hypothecate or transfer in any manner his/her or its membership in the Association except as an appurtenance to his/her/its Unit.

7. Any Member who conveys or loses title to a Unit by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Unit and shall lose all rights and privileges of a Member resulting from ownership of such Unit.

8. There shall be only one (1) vote for each Unit, except for Class B Members as set forth herein. If there is more than one Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such Owners collectively shall be entitled to only one (1) vote. The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the secretary of the Association, the vote of such Unit shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

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- a. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, but shall count for purposes of establishing a quorum.
- b. Where only one (1) spouse is present at a meeting, the person present may cast the Unit vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered, but shall count for purposes of establishing a quorum.
- c. Where neither spouse is present, the person, designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Unit vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Unit shall not be considered, but shall count for purposes of establishing a quorum.

9. At a meeting of the Members, a quorum shall consist of Members present in person or by proxy entitled to cast a majority of the votes of the Association. Actions approved by a majority of the votes at a meeting in which a quorum is present shall constitute the acts of the Association. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

10. In lieu of a meeting of the Members, the Members may take action by written consent, signed by a majority of the Members entitled to vote. Actions approved by a majority vote of the Members by written consent shall constitute the acts of the Association.

#### ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar condominium association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provision as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

#### ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are:

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HN Port Orange, LLC  
832 Georgia Avenue, Suite 300  
Chattanooga, TN 37402

#### ARTICLE VIII OFFICERS

1. The executive officers of the Association shall be a President, or Presidents, a Vice-president, a Treasurer, and a Secretary (all of whom need to be members of the Board). The officers shall be elected annually by the members of the Board and may be removed without cause at any meeting by a vote of a majority of all of the members of the Board. A person may hold more than one office. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board may from time-to-time elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Officers, other than designees of the Developer, must be Owners (or authorized representatives of corporate/partnership/trust Owners).

2. The "President" shall be the chief executive officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of president of an association. The President shall preside at all meetings of the Board.

3. The "Vice-president" shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

4. The "Secretary" shall keep the minutes of all proceedings of the Directors and the Members. He or she shall attend to the serving of all notices to the Unit Owners and Directors and other notices required by law. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

5. The "Treasurer" shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices that, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the



Association or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

#### 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:

|               |                               |
|---------------|-------------------------------|
| Bob Elliot    | President/Secretary/Treasurer |
| Todd Phillips | President/Secretary/Treasurer |
| Eric Peburn   | Vice President                |

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#### ARTICLE X BOARD OF DIRECTORS

1. Developer shall appoint each of the Directors prior to the Turnover Date. Developer reserves the right to replace and/or designate Directors prior to the Turnover Date.

2. The number of Directors on the Board prior to the Turnover Date, and the Initial Elected Board (as hereinafter defined), shall be four (4).

3. The names of the persons appointed by Developer to serve on the first board are as follows:

Jeff Feasel  
Eric Peburn  
Todd Phillips  
Bob Elliot

4. Upon the Turnover Date, the Members shall elect the Directors (the "Initial Elected Board") at a special meeting of the membership to be called by the Board for such purpose (the "Initial Election Meeting").

5. All of the Directors shall be elected by the Members at each "Annual Members' Meeting" (as defined in the Bylaws) following the Initial Election Meeting.

6. The number of Directors elected by the Members at an Annual Members' Meeting shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each such Annual Members' Meeting at which Directors are to be elected.

7. There shall be only one (1) vote for each Director.

8. A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of the Members, for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Developer appointed-Director) shall be held upon the written request of fifty percent (50%) of the Members.

9. A notice of the Initial Election Meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. At the Initial Election Meeting Developer shall cause all of its designated Directors to resign.

10. The Directors may take action by written consent, signed by a majority of the Directors. Actions approved by a majority vote of the Directors by written consent shall be binding upon the Association.

#### ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the 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 in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the 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 in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his 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 Association may be entitled under statute or common law.

#### ARTICLE XII BYLAWS

The Bylaws shall be adopted by the Developer, 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.

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# ARTICLE XIII AMENDMENTS

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

2. After the First Conveyance, these Articles may be amended in the following manner:

- 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 meeting.
- 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 ("Required Notice").
- 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 at least sixty-seven percent (67%) of the voting interests.
- d. 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.
- e. These Articles may not be amended without the written consent of a majority of the members of the Board.

3. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted or become effective without the prior written consent of Developer for so long as Developer holds fee simple title to a Unit.

4. 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 of 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.

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ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1201 Hays Street, Tallahassee, FL 32301, and the initial registered agent of the Association at that address shall be Corporation Service Company.

IN WITNESS WHEREOF, the Developer has caused this Articles of Incorporation for Belvedere Medical Park Condominium Owners' Association to be executed this 11<sup>th</sup> day of January 2022.

In the presence of:

WITNESSES

Charley Spencer  
Print Name: Charley Spencer  
Mike Dexter  
Print Name: Mike Dexter

DEVELOPER  
HN Port Orange, LLC, a Florida limited liability company

Todd Phillips  
By: Todd Phillips  
Its: Authorized Signatory

STATE OF TN  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of January, 2022 by Todd Phillips who ☒ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]



Leslie Lynn  
Notary Public

My Commission Expires: 8-28-2024

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Exhibit A  
Unit Percentages

| Unit         | Square Footage | Percentage  |
|--------------|----------------|-------------|
| 101          | 2,617          | 21.75%      |
| 102          | 1,456          | 12.10%      |
| 103          | 2,583          | 21.47%      |
| 104          | 2,215          | 18.41%      |
| 105          | 3,160          | 26.27%      |
| <b>TOTAL</b> | <b>12,031</b>  | <b>100%</b> |

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