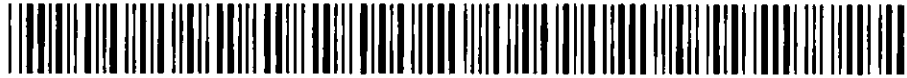


N22000014051

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.

((H22000423292 3)))



H220004232923ABC-

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 : HOLLAND & KNIGHT
Account Number : 07535000340
Phone : (407)425-8500
Fax Number : (407)244-5288

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

Email Address: michelle.dadisman@tavistock.com

FLORIDA PROFIT/NON PROFIT CORPORATION

Lake Nona Estates 10 Master Association, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	\$78.75

ARTICLES OF INCORPORATION

OF

LAKE NONA ESTATES 10 MASTER ASSOCIATION, INC.

ARTICLE I

NAME, OFFICE, AND REGISTERED AGENT

1.1 Name. The name of the corporation is: Lake Nona Estates 10 Master Association, Inc., a not-for-profit Florida corporation (hereinafter referred to as the "**Master Association**").

1.2 Initial Principal Office. The street address of the initial principal office and mailing address of the Master Association is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827.

1.3 Initial Registered Agent. Artemis Lifestyle Services, Inc., whose address is 1631 East Vine Street, Suite 300, Kissimmee, Florida 34744, is hereby appointed the initial registered agent of the Master Association.

ARTICLE 2

DEFINITIONS

2.1 Definitions. Unless defined in these Articles or Bylaws all terms used in the Articles and Bylaws shall have the same meanings as used in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona Estates 10 Master Association, Inc. (the "**Declaration**").

ARTICLE 3

PURPOSE

3.1 Purpose. The purposes for which the Master Association is organized are as follows:

3.1.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes. The Master Association does not contemplate pecuniary gain or profit to the Members thereof.

3.1.2 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time, and to exercise such powers and perform such other duties and discharge such other responsibilities as may be imposed upon, or granted, assigned or delegated to, or otherwise permitted to be exercised by, the Master Association pursuant to the Declaration.

3.1.3 To provide for maintenance and preservation of such portions of the Property, and any additions thereto, as may hereafter be brought within the jurisdiction of the Association pursuant to the Declaration.

3.1.4 To own, hold and manage such portions of the Property as may be conveyed to the Association pursuant to the Declaration.

ARTICLE 4

POWERS

4.1 Powers. The Master Association shall have the following powers:

4.1.1 All of the common law and statutory powers, rights and privileges of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles.

4.1.2 To enter into, make, establish and enforce, rules, regulations, bylaws, covenants, restrictions and agreements to carry out the purposes of the Master Association, and as may be required, permitted or contemplated by the Master Association.

4.1.3 To make and collect Assessments for Common Expenses and for such other purposes as provided in the Declaration from Members (and Owners when appropriate) of the Master Association to defray the costs, expenses, reserves and losses incurred or to be incurred by the Master Association and to use the proceeds thereof in the exercise of the Master Association's powers and duties.

4.1.4 To own, purchase, sell, convey, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.1.5 To hold funds for the exclusive benefit of the Members of the Master Association as set forth in these Articles and as provided in the Declaration and the Bylaws.

4.1.6 To purchase insurance for the protection of the Master Association, its officers, directors and Members, and such other parties as the Master Association may determine to be in the best interests of the Master Association.

4.1.7 To operate, administer, manage, maintain, repair, install, replace and improve all Common Areas and such other portions of Lake Nona Estates 10 as may be determined by the Board from time to time or as may be required, permitted, or contemplated by the Declaration.

4.1.8 To honor and perform under all contracts and agreements entered between third parties and the Master Association or third parties and the Declarant which are assigned to the Master Association.

4.1.9 To exercise when designated or assigned by the Declarant, the design review over all buildings, structures and Improvements to be placed or constructed upon any portion of Lake Nona Estates 10. Such control shall be exercised pursuant to the Declaration

4.1.10 To provide for such services within Lake Nona Estates 10 as the Board in its discretion determines necessary or appropriate.

4.1.11 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights (to the extent not provided and maintained by Orlando Utilities Commission), streets (to the extent not maintained by the City of Orlando, the County of Orange, or the Florida Department of Transportation), pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and general welfare of the Members of the Master Association and the Owners and Residents of Lake Nona Estates 10 as the Board in its discretion determines necessary or appropriate.

4.1.12 To maintain, operate, and repair the Surface Water Management System.

4.1.13 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Master Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever contractual arrangement the Board shall enter. To contract for services and to delegate to such contractor any and all powers of the Master Association except those powers that are prohibited to be delegated pursuant to the Declaration, Bylaws or these Articles of Incorporation.

4.1.14 To sue and be sued.

4.1.15 To enforce by legal mean the provisions of the Declaration, the Bylaws and these Articles of Incorporation.

4.1.16 To have and exercise all of the powers and privileges, and to perform all of the duties and obligations of the Master Association as set forth in the Declaration.

ARTICLE 5

Members

5.1 Members. The Members of the Master Association shall be determined by and shall be subject to the following:

5.1.1 Owner Membership. Every Owner shall be a Member of the Master Association. There shall be only one Member per Property Unit. However, if a Property Unit is subdivided or otherwise divided into additional Property Units in accordance with the terms of this Declaration, then each such Property Unit shall have one member. If a Property Unit is owned by more than one Person, all co-Owners shall share the privilege of such membership as a single member, subject to reasonable Board regulation and the restrictions on voting set forth herein and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's spouse. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Master Association. Notwithstanding anything to the contrary provided herein, all voting rights of a Member shall be exercised by that Member's Neighborhood Voting Representative (except as specifically provided in the Declaration and the Bylaws).

5.1.2 Declarant. The Declarant shall be a Member of the Master Association. The Declarant's membership shall terminate upon the expiration or earlier termination of the Declarant's Control Period, or when, in its discretion, the Declarant so determines and declares in an instrument recorded in the Public Records of Orange County, Florida.

5.1.3 Transfer of Membership. Transfer of membership in the Master Association shall be established by the recording in the Public Records of Orange County, Florida of a deed or other instrument establishing a transfer of record title to any Property Unit for which membership has already been established. The Owner designated by such instrument of conveyance thereby becomes a Member, and the prior Member's membership thereby is terminated. In the event of death of a Member, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the Master Association shall not be obligated to recognize such a transfer of membership until such time as the Master Association receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Property Unit, and it shall be the responsibility and obligation of the former and the new Owner of the Property Unit to provide such true copy of said recorded instrument to the Master Association.

5.2 Voting Rights.

5.2.1 Number of Votes. The total number of Property Units which may be developed on the Property shall be determined from time to time as the number of units allocated by the Declarant to the Property consistent with the maximum entitlements for such units in the Development Order, as may be amended from time to time. Members' Voting rights shall be determined based on the number of Assessment Units allocated to each Property Unit owned by such Members as more specifically set forth in Exhibit "F" of the Declaration.

5.2.2 Members. Class "A" Members shall be all Owners, with the exception of Declarant. Declarant shall be the sole Class "B" Member and shall become a Class "A" Member upon the termination of the Class "B" membership and entitled to Class "A" votes for all Property Units which it owns. No votes or voting rights shall be assigned to or exercised on account of any Property Unit which is totally exempt from assessment under the Declaration.

5.2.3 Voting by Co-Owners. If a Property Unit is owned by more than one Person, all co-Owners shall share the privilege of such membership as a single member, subject to reasonable Board regulation and the restrictions on voting set forth herein and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

5.2.4 Proxies. Except as otherwise specifically set forth herein or in the Declaration, every Member of the Master Association that is entitled to vote at a meeting of the Members, or to express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member. Any proxy shall be delivered to the Secretary of the Master Association or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is only effective for the specific meeting for which it was given and as the meeting may lawfully be reconvened from time to time. A proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it. Every proxy shall be freely revocable and shall automatically cease upon: (a) conveyance of any Property Unit for which it was given, (b) receipt by the Secretary of written notice of revocation of the proxy, (c) the death of the Member giving the proxy, or (d) judicially declared incompetence of a Member who is a natural person; unless a shorter period is specified in the proxy.

5.3 Calculation of Votes. Any question concerning the number of votes which may be cast by a Member shall be decided by the Board.

ARTICLE 6

Members of the Board

6.1 Members of the Board. The affairs of the Master Association shall be managed by a Board consisting of not less than three (3) members, but not more than nine (9) members, and which shall always be an odd number. The number of members of the Board shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) members of the Board.

6.1.1 The Declarant shall have the right to appoint all members of the Board during the Declarant's Control Period, in Declarant's sole and absolute discretion, and such Board members shall serve at the pleasure of the Declarant.

6.1.2 After the Declarant no longer has the right to appoint all members of the Board, or earlier if the Declarant so elects, then and only then shall any member of the Board be elected by the Members of the Master Association.

6.1.3 All of the duties and powers of the Master Association existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject approval by the Members only when specifically required.

6.1.4 A member of the Board may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws. However, any member of the Board appointed by the Declarant may only be removed by the Declarant, and any vacancy on the Board of a member appointed by the Declarant shall be filled by the Declarant.

6.2 The names and addresses of the members of the Board who shall hold office until their successors are elected or appointed, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert Adams	6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827
Daniel J. Young	6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827
Francis B. Paris, Jr.	6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827

ARTICLE 7

OFFICERS

7.1 Officers. The officers of the Master Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President	Robert B. Adams
Vice President / Secretary	Francis B. Paris, Jr.
Treasurer	Daniel J. Young

ARTICLE 8

INDEMNIFICATION

8.1 Indemnification of Officers, Members of the Board or Agents. The Master Association shall indemnify and hold harmless any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a member of the Board, committee member, employee, officer or agent of the Master Association, against all expenses, including attorneys' and paralegals' fees and costs (including, without limitation, attorneys' and paralegals' fees and costs incurred on appeal, or in mediation, arbitration, administrative or bankruptcy proceedings), judgments, fines, damages and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding; if such Person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Master Association; and, with respect to any criminal action or proceeding, if such Person had no reasonable cause to believe his or her conduct was unlawful; or if such Person shall have been adjudged to be liable for gross negligence or willful misfeasance

or malfeasance in the performance of his or her duty to the Master Association, to the extent, that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. Such Person shall not be liable for any mistake of judgment, negligent or otherwise, nor with respect to any contract or other commitment made or action taken, in good faith, on behalf of the Master Association, and the Master Association, shall indemnify and hold harmless such Person from any liability and expenses as provided in the preceding sentence.

8.1.1 To the extent that a member of the Board, committee member, officer, employee or agent of the Master Association is entitled to indemnification by the Master Association in accordance with this Article 8, such Person shall be indemnified against expenses and attorneys' and paralegals' fees (including, without limitation, attorneys' and paralegals' fees and costs incurred on appeal, or in mediation, arbitration, administrative or bankruptcy proceedings), actually and reasonably incurred by him in connection therewith.

8.1.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the Board, committee member, officer, employee or agent of the Master Association to repay such amount, unless it shall ultimately be determined that such Person is entitled to be indemnified and held harmless by the Master Association as authorized in this Article 8.

8.1.3 The indemnification provided by this Article 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Neighborhood Voting Representatives or otherwise. As to an action taken in an official capacity while holding office, the indemnification provided by this Article 8 shall continue as to a Person who has ceased to be a member of the Board, committee member, officer, employee or agent of the Master Association and shall inure to the benefit of the heirs, executors and administrators of such a Person.

8.1.4 The Master Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the Board, committee member, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association as a member of the Board, committee member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such Person and incurred by such Person in any such capacity, arising out of such Person's status as such, whether or not the Master Association would have the power to indemnify such Person against such liability under the provisions of this Article 8.

8.1.5 Each Owner shall indemnify and hold harmless the Master Association, the Board, committee members, officers, employees and agents of the Master Association from any loss, damages, and expenses including attorneys' and paralegals' fees and costs (including, without limitation those incurred on appeal, or in mediation, arbitration, administrative and bankruptcy proceedings) which they may incur as a result of the failure of such Owner; any occupant of such Owner's Parcel or Property Unit; or any contractor, employee or agent of such Owner acting within the scope of his or her contract, agency, or employment, to comply with the Governing Documents.

ARTICLE 9

BYLAWS

9.1 The initial Bylaws shall be adopted by the Board, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 10

AMENDMENTS

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

10.1.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the Board, or by Members holding not less than ten percent (10%) of the votes of the entire membership of the Master Association.

10.1.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.1.3 Adoption of Amendments.

(a) During the Declarant's Control Period, the Declarant shall have the right to unilaterally amend these Articles without the joinder or approval of any member of the Board or any Member. No amendment to these Articles shall be effective without the written approval of the Declarant during the Declarant's Control Period.

(b) After the Declarant's Control Period expires or earlier terminates, a resolution by the Board for the adoption of a proposed amendment to these Articles shall be adopted by Members having at least a majority of the votes of the entire membership of the Master Association.

(c) No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members without the approval of all Members.

(d) Upon the approval of an amendment to these Articles, the amendment shall be executed and delivered to the Florida Secretary of State as provided by law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Orange County, Florida, as an amendment to the Declaration.

ARTICLE 11

TERM

11.1 The Master Association shall have perpetual existence.

ARTICLE 12

INCORPORATOR

12.1 The name and street address of the Incorporator is:

Robert B. Adams
6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827

ARTICLE 13

INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF INITIAL REGISTERED AGENT

13.1 The street address of the initial registered office for the Master Association is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827. The initial Registered Agent of the Master Association is Artemis Lifestyle Services, Inc. at 1631 East Vine Street, Suite 300, Kissimmee, Florida 34744. _____

12/16/22 10:30:50 EST

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 14th day of December, 2022.

Signed, sealed and delivered in the present of:

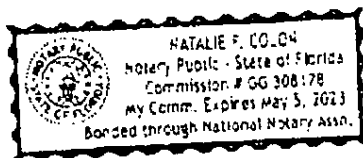
[Signature]
Print Name: Natalie F. Colon

[Signature]
Robert B. Adams

[Signature]
Print Name: Shamira M. Bartley

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization this 14th day of December, 2022, by Robert B. Adams, who is personally known to me or who has produced _____ as identification.



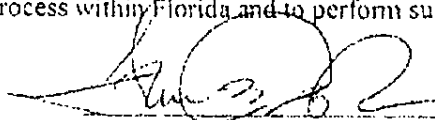
[Signature]
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
Commission Number: _____

12/16/2022 10:30:50

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

In pursuance of the Florida Not-for-Profit Corporation Act, the following is submitted, in compliance with said statute:

That LAKE NONA ESTATES 10 MASTER ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at the City of Orlando, County of Orange, State of Florida, has named Artemis Lifestyle Services, Inc. at 1631 East Vine Street, Suite 300, Kissimmee, Florida 34744, as its registered agent to accept service of process within Florida and to perform such other duties as are required in the State of Florida.



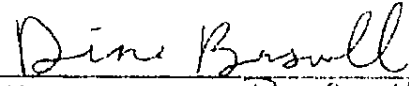
Francis B. Paris, Jr. Secretary

Date: 12/17/22

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above stated corporation, at the place designated in this Certificate, the undersigned, hereby agrees to act in this capacity, and agrees to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and the undersigned is familiar with and accepts the obligations of its position of registered agent.

Artemis Lifestyle Services, Inc.

By: 
Print Name: Diane Braswell

Date: 12/15/22