

N 23000006890

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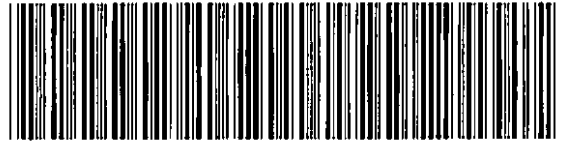
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10/03/23

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Grand Vista PC Condominium Association, Inc.

DOCUMENT NUMBER: N23000006890

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Karolyn Sheekey

(Name of Contact Person)

Chiumento Law, PLLC

(Firm/ Company)

145 City Place, Suite 301

(Address)

Palm Coast, FL 32164

(City/ State and Zip Code)

Wharris@maymgt.com

E-mail address (to be used for future annual report notification)

For further information concerning this matter, please call:

Karolyn Sheekey

386

445-8900, ext.

101

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|---|--|---|--|

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

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Articles of Amendment  
to  
Articles of Incorporation  
of

Grand Vista PC Condominium Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N23000006890

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

\_\_\_\_\_ The new  
name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc."  
"Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

\_\_\_\_\_  
Signature of New Registered Agent, if changing

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If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

Type of Action (Check One)	Title	Name	Address
-------------------------------	-------	------	---------

1) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____

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E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

We amending the entire Articles of Incorporation to those attached hereto as Exhibit "A".

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The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated September 20, 2023

Signature *[Signature]*  
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Jay Todd Buch  
(Typed or printed name of person signing)

PRESIDENT  
(Title of person signing)

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# ***EXHIBIT "A"***

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**ARTICLES OF INCORPORATION  
OF  
GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

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In order to form a corporation not for profit under and in accordance with Chapters 617 and 718 of the Florida Statutes, the undersigned hereby incorporate into a corporation for the purpose and with the powers hereinafter set forth, and to that end, do, by these Articles of Incorporation, certify and set forth the following:

**EXPLANATION OF TERMINOLOGY**

The terms contained in these Articles of Incorporation ("Articles") which are contained in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Flagler County, Florida, shall have the meaning of such terms set forth in such Act, and for clarification, the following terms will have the following meanings:

- A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records.
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Association" or "Subordinate Association" (as described in the Declaration or Master Declaration) means Grand Vista PC Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Grand Vista PC Condominium at Grand Haven.
- D. "Association Property" means that property, real and personal, which is owned or leased by the Association for the benefit of its Members.
- E. "Board" means the Board of Directors of the Association.
- F. "Building(s)" means the structure(s) within the Condominium Property in which the Units are located.
- G. "Bylaws" means the Bylaws of the Association.
- H. "Common Elements" means the portion of the Condominium Property not included in the Units.
- I. "Common Surplus" means the excess of receipts of the Association collected on behalf of Grand Vista PC Condominium at Grand Haven (including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements) over the Common Expenses.
- J. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration(s) and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with Grand Vista PC Condominium at Grand Haven.
- K. "Condominium" means Grand Vista PC Condominium at Grand Haven.
- L. "County" means Flagler County, Florida.



M. "Declaration" means the Declaration of Condominium by which Grand Vista PC Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

N. "Developer" means Zander Development Group, LLC, a Florida limited liability company, its successors, grantees and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Neighborhood Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

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

P. "Grand Vista PC" means the name given to the planned community developed by Master Developer (as such term is defined in the Master Declaration) in the County. Grand Vista PC Condominium of Grand Haven is situated within Flagler County, Florida (as such term is defined in the Master Declaration).

Q. "Home" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

R. "Home Owner" means "unit owner" as defined in the Act and is the owner of a Home or Unit.

S. "Master Association" means the Grand Haven Master Association, Inc., a Florida corporation not for profit, organized to administer the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Vista PC Master Association, recorded in O.R. Book 729, Page 259, Public Records of Flagler County, Florida, and exhibits, amendments and supplements thereto ("Master Declaration") and having among its members the "Owners" of "Lots" or "Units" within "Grand Vista PC" (as such terms are defined in the Master Declaration). In accordance with the Master Declaration, each Unit shall be obligated for a proportionate share of assessments of the Master Association attributable to the Condominium Property.

T. "Majority Election Meeting" means that meeting described in Paragraph IX.D hereof.

U. "Member" means a member or members of the Association and refers to any person, natural, or corporate, who is a Unit Owner.

V. "Neighborhood Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various section of the Act and as described in the Neighborhood Documents and include:

- (i) Expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and duties of the Association with respect to Grand Vista Condominium and the Condominium Property of each, cost of fire and extended coverage insurance on the Condominium Property.
- (ii) "Assessments," "Special Assessments" (as such terms are defined in the Master Declaration and any other charges or assessments levied by the Master Association against the Homes and the Condominium Property.
- (iii) Any other expenses designated as Neighborhood Common Expenses from time to time by the Board or in the Declaration.

W. "Neighborhood Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with Grand Vista PC Condominium at Grand Haven.

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X. "Phase" means those portions of the real property within Grand Vista PC Condominium at Grand Haven and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of Grand Vista PC Condominium at Grand Haven by the recording of a Declaration or an amendment thereto.

Y. "Public Records" means the Public Records of the County.

Z. "Purchaser Members" means those Unit Owners defined in Paragraph IX.C. herein.

AA. "Surface Water or Stormwater Management System" means those systems which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution of otherwise affect the quantity and quality of discharges.

BB. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

CC. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit or Home.

DD. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

EE. "Voting Interests" means "voting interest" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

## **ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS**

The name of this Association shall be GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 425 Riverfront Drive, Palm Coast, FL 32137.

## **ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION**

A. Developer intends to develop Grand Vista PC Condominium at Grand Haven on property it owns in Flagler County, Florida. Developer intends to develop Grand Vista PC Condominium at Grand Haven as a "phase condominium" as contemplated by Section 718.403 of the Act.

B. If Developer does not submit all Phases described in the Declaration to condominium ownership, then Developer may develop the land of any such Phase(s) not made a part thereof as another Grand Vista PC Condominium at Grand Haven to be administered by the Association.

C. 1. The Association shall be the condominium association responsible for the operation of all Grand Vista PC Condominium at Grand Haven subject to the terms and restrictions of the Neighborhood Documents; however, Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Grand Vista PC Condominium at

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Grand Haven. Each Unit Owner shall be a Member of the Association as provided in these Articles. The Association is a "Subordinate Association") as defined and discussed in the Master Declaration.

2. The purpose for which this Association is organized is to maintain, operate and manage the Grand Vista PC Condominium at Grand Haven, including the Association Property, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Neighborhood Documents and all other lawful purposes.

D. To the extent the Association is obligated to operate, maintain or manage the Surface Water or Stormwater Management System(s), or any portion thereof, the Association shall operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Management District ("District") Permit No. 18447325 requirements and applicable District rules and shall assist in the enforcement of the Neighborhood Documents which relate to the Surface Water or Stormwater Management System.

### ARTICLE III POWERS

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Neighborhood Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Neighborhood Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium Property, Association Property and the Neighborhood Common Elements and the levying and collection of Neighborhood Common Expenses and Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

(1) to make, establish and enforce reasonable rules and regulations governing the use of Condominium Property (including the Units, the Association Property and the Common Elements);

(2) to make, levy, collect and enforce Neighborhood Assessments and special charges and any other charges and/or fees as provided in the Neighborhood Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and the payment of Neighborhood Common Expenses and other expenses in the manner provided in the Neighborhood Documents and the Act

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and to use and expend the proceeds of such Neighborhood Assessments in the exercise of the powers and duties of the Association; and the maintenance and operation of the surface water or stormwater management system, in the manner provided in the Neighborhood Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(3) to collect the Neighborhood Common Expenses and Neighborhood Assessments of the Condominium;

(4) to maintain, repair, replace and operate the Condominium Property and Association Property in accordance with the Declaration and the Act;

(5) to reconstruct improvements of the Condominium Property and Association Property in the event of casualty or other loss;

(6) to enforce by legal means the provisions of the Neighborhood Documents, Master Documents and the Act. In addition to the foregoing, the District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Condominium Documents which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System to the extent the Association is obligated to maintain, operate or repair such system(s), or any portion thereof;

(7) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements, as to the management of the Condominium Property and Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Neighborhood Common Expenses of Condominium;

(8) to acquire, purchase, own, mortgage, and convey real and personal property and to take such other reasonable actions in that regard as determined by the Association in compliance with the Neighborhood Documents; and

(9) to carry out its duties and obligations under the Neighborhood Documents.

(10) To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Neighborhood Documents against Unit Owners, in order to provide funds to pay for the costs of maintenance and operation of the Surface Water or Stormwater Management System located on the Condominium Property to the extent the Association is obligated for the maintenance and operation of same; and

(11) To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as

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security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

D. All funds and the titles 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 Declarations, these Articles and the By-Laws.

E. The Association shall make no distribution of income to its members. Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Condominium

F. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

#### **ARTICLE IV MEMBERS**

The qualification of Members, the manner of their admission to membership in the Association, 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 Grand Vista PC Condominium at Grand Haven is submitted to condominium ownership by the recordation of the Declaration in the Public Records of Flagler County, Florida, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once Grand Vista PC Condominium at Grand Haven is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance in the Public Records of Flagler County, whereupon, the membership in the Association of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title of the Unit to the Association.

D. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. If a second Grand Vista PC Condominium at Grand Haven is submitted to condominium ownership, membership in the Association shall be divided into classes ("Class

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Members") with Unit Owners in each Grand Vista PC Condominium at Grand Haven constituting a class. If one or more additional Grand Vista PC Condominium at Grand Haven are submitted to condominium ownership, the Unit Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium.

F. With respect to voting, the following provisions apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 below. In any event, however, each Unit shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration and the Neighborhood Documents. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to one (1) vote for each Unit owned in the manner determined by the Declaration. The following provisions shall govern the right of each member to vote and the manner of exercising such right:

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Grand Vista PC Condominium at Grand Haven or any combination of Grand Vista PC Condominium at Grand Haven shall be voted upon only by the Class Members of the applicable Grand Vista PC Condominium at Grand Haven and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to all of the Grand Vista PC Condominium at Grand Haven or the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

(3) Any decision as to whether a matter substantially pertains to a particular Grand Vista PC Condominium at Grand Haven or any combination of or all of the Grand Vista PC Condominium at Grand Haven or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Grand Vista PC Condominium at Grand Haven or any combination of Grand Vista PC Condominium at Grand Haven which the Board determines requires the vote of the Members as a whole shall be effective with regard to Grand Vista PC Condominium at Grand Haven unless the Class Members of the particular Grand Vista PC Condominium at Grand Haven or any combination of Grand Vista PC Condominium at Grand Haven so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

(4) The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

(5) Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Neighborhood Documents (provided the express provisions of the Neighborhood Documents

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are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

## **ARTICLE V TERM**

The term for which this Association is to exist shall be perpetual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

## **ARTICLE VI INCORPORATOR**

The name and address of the incorporator to these Articles is Michael D. Chiumento III, Chiumento Selis Dwyer, P.L., 145 City Place, Suite 301, Palm Coast, FL 32164.

## **ARTICLE VII OFFICERS**

A. The affairs of the Association shall be managed by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary, Assistant Secretary.

## **ARTICLE VIII FIRST OFFICERS**

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

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President	-	<u>Jay T. Buch</u>
Secretary	-	<u>Danielle Gross</u>
Treasurer	-	<u>Zander Burger</u>

## **ARTICLE IX BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors of Directors (the "First Board") and the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph K of this Article IX. Except for Developer appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

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

Jay T. Buch	-	c/o May Management 1 Hammock Beach Parkway, Suite 102 Palm Coast, FL 32137
Danielle Gross	-	c/o May Management 1 Hammock Beach Parkway, Suite 102 Palm Coast, FL 32137
Zander Burger	-	c/o May Management 1 Hammock Beach Parkway, Suite 102 Palm Coast, FL 32137

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Homes" (as hereinafter defined (as evidenced by the recordation of deeds), including Units located in all Grand Vista PC Condominium at Grand Haven, the Purchaser Member shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining



Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their elections and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect no less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

The term "Total Homes" means the number of Homes or Units contemplated for Grand Vista PC Condominium at Grand Haven (less the number of Homes or Units in Grand Vista PC Condominium at Grand Haven which Developer decides neither to submit as part of Grand Vista PC Condominium at Grand Haven as provided in the Declaration nor submit to condominium ownership as a separate Grand Vista PC Condominium at Grand Haven condominium).

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of any of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a)-(c), F.S., as required by Rule 61B-17.0012, F.A.C.):

(a) Three (3) years after 50% of the Total Homes have been conveyed to purchasers;

(b) Three (3) months after 90% of the Total Homes have been conveyed to purchasers;

(c) When all of the Total Homes have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the Total Homes have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium, created pursuant to Section 718.403, Florida Statutes, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the Board

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of the Association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the Association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting a majority of the members of the board of administration.

2. Notwithstanding the above, Article IX.D (1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose (the "Majority Election Meeting").

F. At the Majority Election Meeting, Purchase Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all members in accordance with the Bylaws; provided, however that the

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Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Declarant no longer holds at least five percent (5%) of the sum of the Total Homes for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7).

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association, the Association Property, or all Grand Vista PC Condominium at Grand Haven.
3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

## **ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Neighborhood Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Neighborhood Assessments or any other assessments provided for in the Declaration against Members to defray the costs of the Neighborhood Common Expenses; collecting that portion of Common Expenses attributable to Unit Owners in Grand Vista PC Condominium at Grand Haven as determined in accordance with the Master Declaration.

B. Using the proceeds of Neighborhood Assessments in the exercise of the powers and duties of the Association and the Board.

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C. Maintaining, repairing and operating the improvements within Grand Vista PC Condominium at Grand Haven.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within Grand Vista PC Condominium at Grand Haven.

E. Making and amending rules and regulations with respect to all Grand Vista PC Condominium at Grand Haven administered by the Association for the Association Property.

F. Enforcing by legal means the provisions of the Neighborhood Documents and Master Documents.

G. Contracting for the management and maintenance of the Condominium Property and Association Property, authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Neighborhood Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Neighborhood Documents and the Act including, but not limited to, the making of Neighborhood Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Neighborhood Documents, and acquiring one insurance policy to insure the Condominium Property and Association Property to allocate the premiums therefor in a fair and equitable manner.

1. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and Association Property of any Grand Vista PC Condominium at Grand Haven administered by the Association and not billed directly to Unit Owners.

J. Hiring and retaining such employees as are necessary to administer and carry out the services required for the property administration and purposes of this Association and paying all salaries therefor.

K. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein.

L. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

M. Maintaining an adequate number of copies of the Neighborhood Documents, as well as the question and answer sheet referred to in Paragraph X.L. above, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

N. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials and equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

O. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

P. All other powers and duties reasonably necessary to operate and maintain all Grand Vista PC Condominium at Grand Haven administered by the Association in compliance with the Neighborhood Documents and the Act.

## ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

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## **ARTICLE XII BY-LAWS**

The By-Laws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded only by the affirmative vote of at least 51% of the total votes of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a 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 recording the Declaration among the Public Records of the County, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After recording the Declaration among the Public Records of the County, these Articles may be amended in the following manner:

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

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted only upon receiving the affirmative vote of at least 51% of the total votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interest sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

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C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of Florida and, after the recordation of the Declaration, recorded among the Public Records of the County as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in each Declaration) without its prior written consent.

F. Amendment – Any amendment to the Condominium Documents which alter any provision relating to the surface water or stormwater management system, beyond maintenance of its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

#### ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

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C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

#### **ARTICLE XV HUD APPROVAL**

With the exception of the Land and improvements contemplated to be submitted to HUD for condominium ownership pursuant to the Declaration, annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment of the Articles, requires prior approval of U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veteran Affairs ("VA") as long as Developer owns any Units in Grand Vista PC Condominium at Grand Haven.

#### **ARTICLE XVI DISSOLUTION**

The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of the Members of not less than 51% of the Units, and (c) so long as Developer or any of Developer's affiliates owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration, the consent of the Developer, for so long as Developer holds any Units for sale in the ordinary course of business. Upon dissolution of the Association, if VA is guaranteeing or HUD is insuring the mortgage on any Unit, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any mortgage; provided if either agency has granted project approval for the Condominium, then HUD and/or VA shall be notified of such dissolution.

To the extent the Association is obligated to operate, maintain or manage the Surface Water to Stormwater Management System(s), or any portion thereof, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and such entity shall be approved by the District prior to any termination, dissolution or liquidation of the Association.

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**ARTICLE XVII  
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 145 City Place, Suite 301, Palm Coast, Florida 32164 and the initial registered agent of the Association at that address shall be Michael D. Chiumento III.

**ARTICLE XVIII  
CONFLICT**

In the event of any conflict between the provisions of these Articles and the provisions of the Declarations the provisions of the Declarations shall prevail. In the event of any conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall prevail.

**ARTICLE XIX  
EXISTENCE OF ASSOCIATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida.

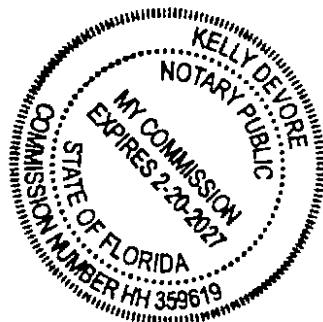
IN WITNESS WHEREOF, the Incorporator has caused these Articles of Incorporation to be executed this 20<sup>th</sup> day of September, 2023.

  
\_\_\_\_\_  
MICHAEL D. CHIUMENTO III

STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY that before me this day, <sup>by physical presence</sup> personally appeared MICHAEL D. CHIUMENTO III, to me known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State named above this 20 day of September, 2023.



  
\_\_\_\_\_  
Notary Public

The undersigned, having been named to accept service of process for the above stated corporation, at the place designated in Article XV of the Articles of Incorporation, hereby accepts to act in this capacity and agrees to comply with the provisions of Section 49.091, Florida Statutes, relative to keeping open said office.

  
MICHAEL D. CHIUMENTO III

STATE OF FLORIDA       )  
COUNTY OF FLAGLER    )

I HEREBY CERTIFY that on this 26 day of September, 2023, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MICHAEL D. CHIUMENTO III, to me known to be the person described as Initial Registered Agent of Grand Vista PC Condominium Association, Inc., and who executed the foregoing acceptance; and he acknowledged before me that he executed the same for the purposes therein expressed.

*by physical presence*

  
NOTARY PUBLIC  
My Commission Expires

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