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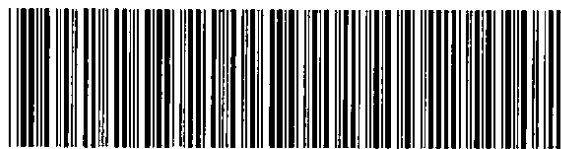
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COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: DOLCE VITA RESORT & SPA CONDOMINIUM ASSOCIATION, INC.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50 *
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

* Plus \$3.00 for add'l pages over 8pgs
for certified copy.

FROM: ARIAS BOSINGER, PLLC

Name (Printed or typed)

280 W. CANTON AVE., STE. 330

Address

WINTER PARK, FL 32789

City, State & Zip

407-636-2549

Daytime Telephone number

JLEETE@ABLAWFL.COM

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

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION

for

DOLCE VITA RESORT & SPA CONDOMINIUM ASSOCIATION, INC. A Florida Not for Profit Corporation

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapters 617 and Chapter 718, *Florida Statutes*, and agree and certify as follows:

ARTICLE I

Association Name, Principal Office. Address and Registered Agent Identity

1.1) Name. The name of the corporation shall be DOLCE VITA RESORT & SPA CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (hereafter referred to as the "Association"). The principal business address of the Association is 3155 South John Young Parkway, Orlando, Florida 32805.

1.2) Address and Registered Agent. The street address of the initial registered office of the Association is 845 E. New Haven Ave., Melbourne, Florida 32901. The name of the Association's initial registered agent at such address is Arias Bosinger, PLLC (hereinafter referred to as the "Registered Agent").

ARTICLE II

Purpose

2.1) Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (Chapter 718, *Florida Statutes*) as it exists on the date hereof for the maintenance, operation and management of specifically identified portions, improvements, components and elements of the condominium known as Dolce Vita Resort & Spa Condominium (herein "Dolce Vita Condominium"), being a proposed condominium development located in Orange County, Florida. Dolce Vita Condominium is being developed by Top Secret Resort of Orlando, LLC, a Florida limited liability company, its successors and assigns (herein the "Developer") and subject to that certain Declaration of Condominium for Dolce Vita Resort & Spa, A Resort Condominium ("Declaration") as will be recorded in the public records of Orange County, Florida.

2.2) Distribution of Income. The Association shall make no distribution of income and no dividend shall be paid to its members, directors, or officers.

2.3) No Shares of Stock. The Association shall not have or issue shares of stock.

2.4) Use of Certain Terms. Dolce Vita Condominium is sometimes referred to herein as the "Condominium." A "Condominium Unit" or a reference to a "Unit" includes both the Resort Units and the Hotel and Entertainment Unit unless the context specifically provides otherwise. The Property of Dolce Vita Condominium is sometimes referred to as "Condominium Property" or "Common Area" or "Common Elements." "Shared Common Components" or "Shared Common Facilities" means those specific Common Elements that are identified at Exhibit 5 to the Declaration.

ARTICLE III **Definitions**

3.1) Definitions. The terms used in these Articles shall have the same definitions and meaning as set forth in the Declaration unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE IV **Subscribers / Incorporators**

4.1) Names and Addresses. The name and residence address of the subscriber (incorporator) of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
James Callahan, Sr.	3155 South John Young Parkway Orlando, Florida 32805

ARTICLE V **Term**

5.1) Term. The term of the Association shall be perpetual, unless the Condominium is terminated pursuant to the provisions of the Declaration, and, in the event of such termination, the Association shall be dissolved in accordance with the law unless its members shall determine otherwise pursuant to Section 718.117, *Florida Statutes*, as that section may be renumbered or amended from time to time.

ARTICLE VI **Powers**

6.1) Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit under Florida law not in conflict with the terms of these Articles of Incorporation or the Florida Condominium Act.

6.2) Specific Powers. The Association shall have all of the powers and duties of a not for profit Condominium Association as is generally set forth in Chapter 718, *Florida Statutes*, and Chapter

617, *Florida Statutes*, and all of the powers and duties reasonably necessary to manage, maintain and operate Dolce Vita Condominiums pursuant to the Declaration, as it may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments, as identified in the Declaration, against members as Unit Owners to defray the costs, expenses and losses incurred in the management, maintenance, operation, repair and replacement of the Condominium Property, facilities and components identified in the Declaration.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) If provided in the Declaration or the rules and regulations for the Dolce Vita Condominiums, to charge interest and late charges on delinquent or past due assessments. The Association may accelerate the annual assessments of a delinquent Unit Owner.

(d) If provided in the Declaration, to charge a use fee against Unit Owners in such Condominium for the use of designated Association Property, if any, or certain designated portions of the Common Elements and Shared Common Facilities.

(e) If provided in the Declaration, to require as a condition to the letting or renting of a Unit in such Condominium a security deposit to protect against damages to the Common Elements and/or the Shared Common Facilities, if any.

(f) To acquire, own, maintain, manage, repair, replace and operate the Condominium Property and all other property, improvements and facilities serving the Condominium or their respective Unit Owner members, whether located within or without the Condominium.

(g) To purchase insurance upon the Condominium Property, and insurance for the protection of the Association and its members as Unit Owners.

(h) To assist in the rentals of Units and the residences thereon for the convenience of the Unit Owners, unless otherwise prohibited by law or unless registration is required by law.

(i) To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Condominium Property, including the Units located therein, if any, for the health, comfort, safety and welfare of the Unit Owners. All such Rules and Regulations and amendments thereto shall be approved by the Board of Directors of the Association.

(j) If provided in the Declaration, to approve or disapprove the transfer, lease, loan, mortgage, and ownership of Units in the Condominium.

(k) To enforce by legal means applicable and appropriate provisions of Chapter 718, *Florida Statutes*, the Declaration, these Articles of Incorporation, the Bylaws of the Association

and the Rules and Regulations for use of the Condominium Property and Shared Common Facilities, if any.

(l) To contract for the management of the Condominium with third party contractors and to delegate to such contractor all powers and duties of the Association, except as such are specifically required by the Declaration or the Florida Condominium Act to have the approval of the Board of Directors or the members of the Association.

(m) To contract for the management or operation of all the portions of the Common Elements and Shared Common Facilities, if any, susceptible to separate management or operation.

(n) To employ personnel to perform the services required for proper management, maintenance and operation of the Condominium and Shared Common Facilities, if any.

(o) To acquire or enter into (prior or subsequent to the recording of the Declaration) agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, other lands, real property, amenities or recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other, use or benefit of the Unit Owners, to declare expenses in connection therewith to be Common Expenses, and to adopt covenants and restrictions relating to the use thereof and to operate under a fictitious name.

(p) To purchase and own Units in the Condominium, and to acquire and hold, lease, mortgage and convey the same, subject however, to the provisions of the Declaration and the Bylaws of the Association relative thereto.

(q) To obtain loans to provide funds for operating, maintaining, repairing, replacing, and improving the respective Condominium and Shared Common Facilities, if any, and to pledge the income of the Association from assessments against Unit Owners in the Condominium as security for such loans.

6.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws of the Association.

6.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, the Bylaws of the Association, the Florida Condominium Act, and the Florida Not for Profit Corporations Act.

ARTICLE VII
Members

7.1) **Members.**

(a) The members of the Association shall consist of all of the record owners of Units in the Condominium from time to time, and after termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

7.2) **Termination and Change of Membership.** Membership in the Association shall terminate automatically and immediately as a member's vested interest in the title to a Unit terminates. After receiving any approval of the Association required by the Declaration, change of membership in the Association shall be established by the recording in the Public Records of Orange County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Unit Owner(s) designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior Unit Owner(s) is terminated.

7.3) **Limitation on Transfer of Shares of Assets.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Unit.

7.4) **Voting.** Each Resort Unit Owner shall be entitled to one vote for each Resort Unit so owned. If, after the recording of a Declaration, two or more Resort Units are combined to form a single unit ("Combined Unit"), then the Combined Unit shall have the number of votes equal to the sum of the votes for each of the Units so combined. The owners of Commercial Units shall be entitled to cast ten (10) votes for each Commercial Unit owned. The vote of the Hotel and Entertainment Unit Owner shall be count as twenty (20) votes at any duly called and noticed membership meeting or annual election. Any person or entity owning more than one unit shall be entitled to cast the aggregate number of votes attributable to all units owned by that Owner. All votes shall be exercised or cast in the manner provided by the Declaration and the By-Laws.

ARTICLE VIII
Directors

8.1) **Developer's Right to Control Association and Board of Directors.** The Developer shall have and hereby reserves the right to control the Association pursuant to Section 718.301, *Florida Statutes*.

(a) During the period the Developer is in control of the Association, the Directors shall exercise all rights, powers and privileges that would otherwise be exercisable by the members. Notwithstanding the foregoing provisions, which are also found in Section 718.301(1), *Florida Statutes*, Developer reserves the right to transfer control of the Association to the Unit Owners.

at an earlier time than mandated by statute and the Unit Owners agree to accept control of the Association when offered by the Developer.

8.2) Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) nor more than seven (7) Directors. The first or initial Board of Directors shall consist of three (3) persons. Other than Directors named and appointed from time to time at the discretion of the Developer pursuant to the Act prior to turnover, Directors shall be members of the Association and Unit Owners in the Dolce Vita Condominium Community. At the turnover meeting and election, whereby the membership takes majority control of the Association's Board of Directors, the Board of Directors shall be increased to five (5) seats.

8.3) Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association.

8.4) First Election of Directors. The first election of Directors by the membership shall occur as provided in Article 8.1 hereof. The First Board of Directors named in these Articles shall serve until such election and any vacancies in their number occurring before the first election shall be filled by the Developer, or in the event of its failure to do so, by the remaining Directors, except as otherwise specifically provided in Article 8.1 hereof. The transfer of control of the Association by the Developer to the members shall be as provided in Article 8.1 hereof.

8.5) First/Initial Board of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
James Callahan, Sr.	3155 South John Young Parkway Orlando, Florida 32805
Frederick Taft	3155 South John Young Parkway Orlando, Florida 32805
Leigh Ann Morris	3155 South John Young Parkway Orlando, Florida 32805

ARTICLE IX Officers

9.1) Officers. The affairs of the Association shall be administered by a President, Vice President, Secretary and Treasurer and such other offices as may be designated in the Bylaws of

the Association. The officers shall be elected by the Board of Directors at its first board meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the initial officers who shall serve until their successors are designated and elected by the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>MAILING ADDRESS</u>
James Callahan, Sr.	President	3155 South John Young Parkway Orlando, Florida 32805
Frederick Taft	Vice President	3155 South John Young Parkway Orlando, Florida 32805
Leigh Ann Morris	Secretary / Treasurer	3155 South John Young Parkway Orlando, Florida 32805

The Directors and Officers may lawfully and properly exercise the powers set forth in Article 3, notwithstanding the fact that some or all of them may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the Association enters into such agreements or who own some or all of the proprietary interests in the entity or entities with whom the Association enters into such agreements. Disclosure of such agreements in the Declaration, as initially declared or subsequently amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the Directors and Officers of this Association of the powers pertinent thereto.

ARTICLE X

Indemnification of Directors and Officers

10.1) Indemnity. The Association shall indemnify 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, employee, officer or agent of the Association, against all liabilities and expenses (including attorneys' fees, costs and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determined, after all available appeals have been exhausted or not pursued by the proposed indemnity, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not

opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.2) Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3) Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Article 10.

10.4) Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

10.5) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person, who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise; against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

10.6) Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

10.7) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI

Bylaws

11.1) Bylaws. The Bylaws of the Association shall be adopted by the Board of Directors of the Association and may be altered, amended or rescinded in certain instances in the manner provided by the Bylaws.

ARTICLE XII

Amendments

12.1) Amendments. Subject to the provisions of Sections 12.2 and 12.3 herein below, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) 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.

(b) A resolution for the adoption of a proposed amendment shall be adopted by the Board of Directors setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members of the Association. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes (Voting Interests) of those owners present at a membership meeting where a quorum has been obtained.

(c) A copy of each amendment filing shall be certified by the Secretary and shall be recorded in the Public Records of Orange County, Florida, with identification on the first page thereof of the Book and Page of the Public Records where the Declaration is recorded.

12.2) Limitation on Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by the Developer, all members and the joinder of all record owners of mortgages upon all or any portion of the Condominium. No amendment shall be made that is in conflict with the Florida Condominium Act, the Declaration of Condominium or which deletes or modifies any of the rights of the Developer hereunder without the prior written consent of the Developer.

12.3) Initial Amendments May be Made Only by First Board of Directors. Notwithstanding anything herein contained to the contrary, until the first election of directors by the members, amendments to these Articles of Incorporation may be proposed and adopted only by the unanimous action of the First Board of Directors named in these Articles or their replacements as may be appointed in the sole discretion of the Developer.

ARTICLE XIII

Restriction Upon Commencement of Litigation

13.1) Restriction. Notwithstanding anything contained herein, or within the Bylaws of this Association to the contrary, the Association shall be required to obtain the approval of at least a majority of the voting membership that is present at a meeting where a quorum is obtained prior to the employment of and payment of legal or other fees to persons or entities engaged by the Association for the purposes of suing or making, preparing, or investigating any lawsuit or commencing any lawsuit, other than for the following purposes:

(a) Any lawsuit or defense thereof where the amount in controversy, excluding attorney fees and costs, is \$50,000.00 or less.

(b) The collection of assessments against members as Unit Owners including the preparation and filing of liens for unpaid assessments and the foreclosure of such liens;

(c) The collection of other charges and fees which Unit Owners are obligated to pay pursuant to the Declaration of Condominium of the Condominium, these Articles, and/or the Bylaws and/or Rules and Regulations of this Association;

(d) The enforcement of the use and occupancy restrictions appurtenant to Unit ownership or possession and other restrictions contained within the Declaration of Condominium, other condominium documents, including but not limited to the Rules and Regulations, including but not limited to those respecting tenants and guests;

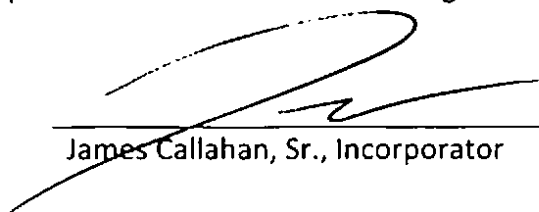
(e) An emergency, where awaiting to obtain the approval of the required number of Unit Owners would create a substantial risk of irreparable injury to the Association, the Condominium, and/or the Association Property, if any, or any portion thereof.

Any such approval shall be obtained at a meeting duly called and the notice for which shall specifically state its purpose.

SIGNATURE ON FOLLOWING PAGE

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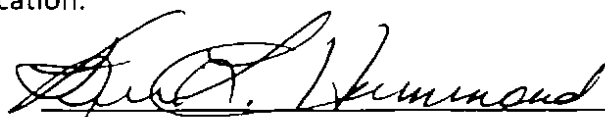
IN WITNESS WHEREOF, the subscriber/incorporator has hereto affixed his signature on this 1 day of September, 2023.


James Callahan, Sr., Incorporator

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 1 day of September 2023, by, James Callahan, Sr., who is personally known to me or, X produced Driver License as identification.




NOTARY PUBLIC – STATE OF FLORIDA

Kerri L. Hammond

Print Name of Notary

My Commission Expires: 6/30/2027

Serial/Commission No.: HH 369999

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, I am familiar with the duties and obligations of Registered Agents, and I hereby agree to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

Date: September 1, 2023.

