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CT CORPORATION SYSTEM

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660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

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12/15/98-01074-022

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LINDFIELD'S RESERVE CONDOMINIUM ASSOCIATION, INC.

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☒ NonProfit *Articles*

☐ Limited Liability Co.

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

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**ARTICLES OF INCORPORATION  
OF  
LINDFIELDS RESERVE CONDOMINIUM ASSOCIATION, INC.  
(A Corporation Not-For-Profit)**

EXECUTED DATE  
12/14/98

The undersigned, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation:

**ARTICLE I  
NAME AND ADDRESS**

The name of the corporation shall be Lindfields Reserve Condominium Association, Inc., hereinafter referred to as the "Association". The Association's principal office and mailing address is 2968 Vineland Road, Kissimmee, Florida 34746.

**ARTICLE II  
PURPOSE AND POWERS**

Section 1. The purpose for which the Association is organized is to act as a governing association and the managing entity within the meaning of the Condominium Act (Chapter 718, Florida Statutes) hereinafter referred to as the "Condominium Act," and the applicable provisions of the Florida Vacation Plan and Timesharing Act (Chapter 721, Florida Statutes), hereinafter referred to as "Timeshare Act," for Lindfields Reserve, A Condominium, hereinafter referred to as the "Condominium," located in Osceola County, Florida. All definitions contained in the Declaration of Condominium, hereinafter referred to as the "Declaration," are incorporated herein by reference. As used herein, "Developer" shall mean Lindfields Reserve Limited Partnership, a Florida limited partnership or its successors or assigns. The Association shall not be operated for profit and shall make no distributions of income or profit to its members, directors or officers.

Section 2. The Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit which are not in conflict with the terms of these Articles, the By-Laws, the Declaration, the Condominium Act or the Timeshare Act, and all of the powers and duties reasonably necessary or convenient to operate the Condominium and act as its managing entity pursuant to the Declaration as it may be amended from time to time, such other documents or agreements that may exist from time to time pertaining to the Condominium, and the Condominium Act and the Timeshare Act, including, but not limited to, the following specific powers and duties:

(a) To adopt a budget and make and collect such Assessments and charges as may be required by or provided in the Declaration, the Condominium Act or the Timeshare Act.

(b) To use the proceeds of Assessments in the exercise of its powers and duties, and to enforce levy of such foregoing Assessments through lien and foreclosure thereon or by such other action as may be allowed by the Declaration or by applicable law.

(c) To maintain, repair, replace, administer and operate all property owned by the Association and the Common Elements of the Condominium, and to contract for the maintenance, repair, replacement, administration, operation and use of such property.

(d) To maintain and repair Units committed to the Vacation Ownership Plan as provided in the Declaration.

(e) To make improvements to the Common Elements of the Condominium and the property of the Association, and after any condemnation or casualty affecting the Condominium Property, to reconstruct improvements as contemplated by the Declaration.

(f) To use its best efforts to obtain and maintain adequate insurance to protect the Association, the Common Elements and other property of the Association, and such other insurance as may be allowed or required by law or the Declaration.

(g) To adopt rules and regulations concerning the use and enjoyment of Units, the Common Elements and other property of the Association.

(h) To enforce by legal means the provisions of the Condominium Act, the Timeshare Act, the Declaration, these Articles, the By-Laws of the Association and rules and regulations as may be enacted concerning the use and enjoyment of Units, the Common Elements and other property of the Association.

(i) To purchase, lease, receive by gift or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, and on such terms deemed reasonable by the Board of Directors of the Association ("**Board**"), intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To encumber, lease or grant possessory or use interests in the Common Elements and any other property which the Association may acquire or control, including, but not limited to, any recreation facilities, on such terms as the Board may deem reasonable.

(k) To employ personnel and enter into such agreements reasonably necessary for the performance of services required for the proper exercise of the rights, duties, powers and functions of the Association.

(l) To enter into such contracts and agreements, as the Board may deem desirable and reasonable, for the provision of services to the Association or the owners of Units or Unit Weeks, including but not limited to contracts and agreements for telephone, water, sewer, cable television, security, and pest control services.

(m) To enter into any contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties or functions of the Association.

(n) To lease, maintain, repair, replace and expand the Common Elements.

(o) To purchase Units or Unit Weeks in the Condominium for any purpose and to hold, lease, mortgage or convey such Units or Unit Weeks on terms and conditions approved by the Board.

(p) To act as agent for the members as required by and in accordance with applicable law in connection with the collection from the members of ad valorem taxes and special assessments and the remittance of such taxes and assessments to the county tax collector.

(q) To contract for the management and maintenance of the Condominium and to authorize such management firm to act as the manager of the Condominium and Vacation Ownership Plan and accordingly to perform all of the functions and duties of the Association manager pursuant to the Management Agreement, the Timeshare Act, the Condominium Act and any other applicable laws.

(r) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

### **ARTICLE III QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION**

Section 1. The Incorporator shall constitute the sole member of this Association until the recording of the Declaration naming this Association as the condominium association thereunder. Upon the recording of the Declaration, the Developer shall own all memberships in the Association. At such time as the deed to a Unit or Unit Week is delivered and recorded, the owner thereof shall become a member. When and if additional phases are added to the Condominium, the Developer shall initially hold all new memberships created thereby, and at such time as the deed to a Unit or Unit Week is delivered and recorded, the owner thereof shall become a member.

Section 2. Ownership of a Unit or Unit Week shall be a prerequisite to exercising any rights as a member. A Unit or Unit Week may be owned by one or more individuals or by a corporation, partnership, trust or any other appropriate entity with the power to hold title.

Section 3. The membership of the owner of any Unit or Unit Week shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the Unit or Unit Week, provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Unit or Unit Week, subject to a lien thereon for all unpaid Assessments, charges and expenses. The Association may rely on a recorded deed as evidence of transfer of a Unit or Unit Week and thereupon terminate the transferor's membership and recognize the membership of the transferee.

**ARTICLE IV**  
**TERM OF EXISTENCE**

The date when corporate existence shall commence shall be the date of the signing of these Articles of Incorporation and the Association shall have perpetual existence thereafter.

**ARTICLE V**  
**INCORPORATOR**

The name and address of the Incorporator to these Articles are as follows:

<u>Name</u>	<u>Address</u>
Laurence E. Kinsolving	One Harbour Place Tampa, Florida 33602

**ARTICLE VI**  
**OFFICERS**

The officers of the Association shall consist of a president, a vice-president, a secretary, a treasurer and such other officers as the Board may from time to time deem appropriate. The officers of the Association shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of a majority of the directors of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

The names of the officers who shall serve until the first election are:

<u>Name</u>	<u>Office</u>
Henry L. Beardsley	President
Margaret A. Purrington	Vice President
Margaret A. Purrington	Secretary/Treasurer

**ARTICLE VII**  
**BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be managed and conducted by the Board. The number, terms of office and provisions regarding election, removal and filling of vacancies on the Board shall be as set forth below and in the By-Laws of the Association.

Section 2. The initial Board shall consist of three (3) persons. The names and addresses of the directors of the initial Board who shall hold office until their successors have been elected and qualified as provided in the By-Laws, are as follows:

<u>Name</u>	<u>Address</u>
Henry L. Beardsley	4407 Vineland Road, Suite D-16 Orlando, Florida 32811
Margaret A. Purrington	4407 Vineland Road, Suite D-16 Orlando, Florida 32811
Denise A. Assersohn	2973 Vineland Road Kissimmee, Florida 34746

## **ARTICLE VIII**

### **BY-LAWS**

The By-Laws of the Association are to be made or approved by the initial Board of Directors and thereafter may be amended, altered, modified or rescinded by the action or approval of the members of the Association, except that any such change of the By-Laws shall not affect the rights or interests of the Developer, or its successors or assigns or a mortgagee of any Condominium property or any Unit or Unit Week without the written consent of the Developer and/or mortgagee, respectively. The manner of amending, altering, modifying or rescinding the By-Laws shall be as set forth in the By-Laws.

## **ARTICLE IX**

### **AMENDMENTS**

Section 1. Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment and, if members have been admitted, direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If no members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) 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 thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting having a quorum in attendance in person or by proxy, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of 75% of the number of votes cast by the members in person or by proxy at such meeting.

Section 2. Any number of amendments may be submitted to the members and voted upon by them at one meeting.

Section 3. Notwithstanding anything herein to the contrary, no amendment shall make any change in the qualifications for membership without approval in writing of all of the members and the consent of all record holders of mortgages upon any Condominium Property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium Act, the Timeshare Act or the Declaration. No amendment which affects the rights and privileges provided to the Developer in the Condominium Act, the Timeshare Act or the Declaration shall be effective without written consent of the Developer. No amendment shall be effective until filed in accordance with the applicable Florida corporation laws and a certified copy of the Articles of Amendment to these Articles are recorded in Osceola County, Florida. Notwithstanding the foregoing provisions of this Article IX, so long as Developer has an ownership interest in any Unit Weeks in the Condominium, Developer may unilaterally amend these Articles of Incorporation to effectuate any of the purposes set forth in Section 9.C of the Declaration.

## **ARTICLE X**

### **VOTING**

Section 1. The Owner of each Annual Unit Week shall be entitled to one (1) vote, and the Owner of each Biennial Unit Week shall be entitled to one-half (1/2) vote; except that the Maintenance Week and the 53rd Week (as defined in the Declaration) shall not be entitled to any vote. The Owner of a Unit not committed to the Vacation Ownership Plan shall have those voting rights as provided in the Declaration. The vote of any Unit or Unit Week, as the case may be, owned by a corporation, partnership or more than one person shall be cast by one designated officer, partner or owner, except that no designation shall be required for those Units or Unit Weeks owned by a husband and wife. The vote attributable to a Unit or Unit Week owned by husband and wife may be voted by either of them but not both. A designation shall not be required for Units or Unit Weeks owned by one individual. A required designation must be in writing signed by all partners of the partnership, an officer of the corporation, or all of the persons owning the Unit or Unit Week and if such duly executed designation is not filed with the secretary prior to the commencement of the meeting in which the vote(s) may be exercised, the vote(s) of the Unit or Unit Week shall not be cast. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owners of the Unit or Unit Week. The vote(s) of a Unit or Unit Week owned by any entity not provided for herein shall be cast in accordance with the applicable provision of the Florida General Corporation Act. Except as provided herein, the vote of a Unit is not divisible.

Section 2. Votes may be cast either in person or by proxy. Any person appointed as proxy may, but need not, be an officer or director of the Association, or affiliated with Developer or its successors or assigns.

Section 3. For purposes of these Articles of Incorporation, the By-Laws, the Declaration of Condominium or any other document of the Association or Condominium, the term "all members of the Association" when used with reference to voting shall mean the total of

all members of the Association entitled to vote and shall not mean just those members present at the meeting in person or by proxy. No vote appurtenant to a Unit or Unit Week shall be cast at any meeting unless the member(s) owning the Unit or Unit Week is registered on the membership book of the Association.

## **ARTICLE XI**

### **ADDITIONAL PROVISIONS**

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors or officers. The Association may pay compensation in a reasonable amount to its members, directors or officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation may make distributions to its members as permitted by the court having jurisdiction thereof. No such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Should any paragraph, sentence, phrase or portion thereof, of any provision of these Articles or of the By-Laws or rules and regulations be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts hereof or of the remaining instruments or the application of such provisions to different circumstances.

Section 5. The Association shall indemnify any present director or officer, or any former director or officer, against all expenses and liabilities, including attorneys' fees and costs at all trial and appellate levels, reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of 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 are incurred. Notwithstanding the foregoing, 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, these indemnification provisions shall not apply. The foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which director or officer may be entitled by law.

## **ARTICLE XII**

### **REGISTERED AGENT**

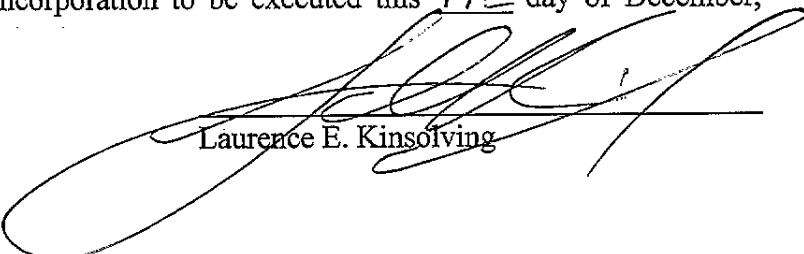
The name and address of the initial registered agent for service of process upon the Association are:



CT Corporation System  
1200 S. Pine Island Road  
Plantation, Florida 33324

The above address is also the address of the registered office of the Association.

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 14<sup>th</sup> day of December, 1998.

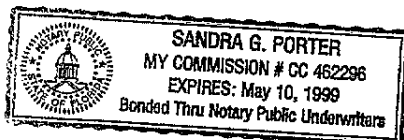
  
Laurence E. Kinsolving

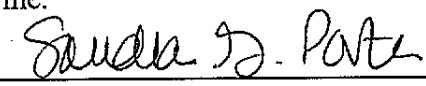
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December 1998, by Laurence E. Kinsolving, who is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)



  
Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

**REGISTERED AGENT ACCEPTANCE FOR**  
**LINDFIELDS RESERVE CONDOMINIUM ASSOCIATION, INC.**

Having been named as registered agent and to receive service of process for the above stated corporation at the place designated in these provisions, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

C T Corporation System

By: Conie Bryan

Dated: 12/15/98

BONNIE BRYAN  
SPECIAL ASSISTANT SECRETARY  
Name and Title

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA