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FLORIDA NON-PROFIT CORPORATION

MALL HILL CENTER PROPERTY OWNER'S ASSOCIATION, INC

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ARTICLES OF INCORPORATION
OF
MALL HILL CENTER PROPERTY OWNER'S ASSOCIATION, INC.

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is Mall Hill Center Property Owner's Association, Inc., hereinafter called the "Association".

ARTICLE II

OFFICE

The principal office of the Association is located at 43309 U.S. 19 North, Tarpon Springs, Florida 34689.

ARTICLE III

REGISTERED AGENT

Lew Friedland, whose address is 43309 U.S. 19 North, Tarpon Springs, FL 34689, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance, and preservation and architectural control of the Parcels and Common Area within the Property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and to promote the health, safety and welfare of the owners and occupants of and visitors to the Property, and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of these purposes, the Association consistent with the terms of the Declaration is empowered to:

Prepared by:
Roger Larson, Esquire
911 Chestnut Street
Clearwater, FL 33756
727-461-1818
FL Bar No. 0108435

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a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the By-Laws and in that certain Declaration of Covenants, Conditions and Restrictions for Mall Hill Center, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded in the Public Records of Polk County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b. Enforce the provisions of the Declaration in its name;

c. Fix, levy, collect and enforce payment of by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

d. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, and with the assent of a majority of each class of Members, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

e. Borrow money, and with the assent of a majority of each class of Members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in or otherwise transfer any or all of its real or personal property as security for money borrowed, debts incurred, or any of its other obligations;

f. Dedicate, sell or transfer all or any part of the Common Area or its other property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument of dedication or transfer has been signed by a majority of the votes of each class of Members, with the formalities from time to time required for a deed under the laws of the State of Florida;

g. Annex additional property and Common Area, provided that any such annexation shall have the assent of a majority of the votes of each class of Members;

h. From time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Parcels and the Common Area, consistent with the terms of the Declaration and these Articles;

i. Have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida may now or hereafter have or exercise.

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ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Parcel which is subject to the Declaration or to assessment by the Association, including contract sellers, shall be a Member of the Association ("Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. In the event of multiple Owners of a single Parcel(s), such Owners shall designate by a separate writing, and Voting Certificate, one among them, or a person by Proxy, to cast the votes of their Parcel. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment by the Association, and is transferred only and automatically by conveyance of title to a Parcel; however, the foregoing shall not be construed to prohibit assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. So long as Class B membership exists, Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each thirty thousand square feet, or any part thereof, of real property owned. If more than one person holds an interest in any Parcel, all such persons shall be Members, and the vote for such Parcel shall be exercised as they determine in accordance with Article V, but in no event shall more than the total number of votes allocated to the Parcel be cast with respect to any Parcel. Prior to any meeting at which a vote is to be taken, each co-Owner must file a Voting Certificate designating the name of the voting co-Owner or other person by Proxy with the Secretary of the Association.

Class B. The Class B Member shall be the Declarant, and shall be entitled to three votes for each thirty thousand square feet, or any part thereof, of real property owned. The Class B membership shall cease and be converted to Class A membership at the time provided in the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but at no time shall be

less than three (3). Any Director may succeed himself in office. At the first annual meeting, the members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. At each annual meeting thereafter, the members shall elect one Director for a term of three years. The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

NAMEADDRESS

Lew Friedland

P.O. Box 1608
Tarpon Springs, Florida 34688-1608

David Ford

P.O. Box 1608
Tarpon Springs, Florida 34688-1608

Daniel E. Aldridge

P.O. Box 1608
Tarpon Springs, Florida 34688-1608

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the initial officers who shall serve until their death, resignation, removal or until successors are designated are as follows:

Lew Friedland	President
Dan E. Aldridge	Vice President
David Ford	Secretary
David Ford	Treasurer

ARTICLE IX

INDEMNIFICATION

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him which are made in good faith in his official capacity as an officer or Director of the Association, including acts which are adjudged by a court of

law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or Director of the Association ("Proceedings"). This indemnity shall not extend to those acts or failure to act which are determined to have been gross negligence, wanton or willful.

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Articles or any agreement executed by the Association.

ARTICLE X

DISSOLUTION; MERGER; CONSOLIDATION

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and signed by not less than seventy five (75%) percent of the votes of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

In the event the Association is dissolved, the property consisting of the Surface Water Management System including the detention and retention areas shall be conveyed to an appropriate agency of local government and if such agency does not accept the Surface Water Management System detention and retention areas, then the Surface Water Management System detention and retention areas shall be dedicated to a similar non-profit corporation for management.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent by vote of a seventy five (75%) percent of the votes entitled to be cast by the entire membership. Amendments may be proposed by a majority of the Board of Directors or by persons entitled to cast seventy-five percent (75%) of the votes entitled to be cast by the entire membership.

ARTICLE XIII

INTERPRETATION

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. All terms defined in the Declaration shall have the same meaning where used herein. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of the Declaration.

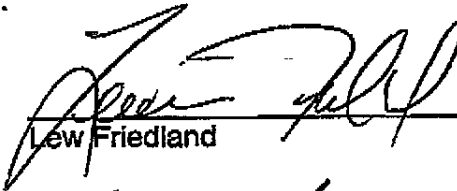
ARTICLE XIV

SUBSCRIBERS

The names and residences of the subscribers of these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Lew Friedland	P.O. Box 1608 Tarpon Springs, Florida 34688-1608
David Ford	P.O. Box 1608 Tarpon Springs, Florida 34688-1608
Daniel E. Aldridge	P.O. Box 1608 Tarpon Springs, Florida 34688-1608

IN WITNESS WHEREOF, the subscribers have affixed their signatures this
2ND day of MAY, 2001.


Lew Friedland


David Ford


Daniel E. Aldridge


STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2ND day of
MAY, 2001, by Lew Friedland, who [is personally known to me] [has
produced _____ as identification].



Marilyn J. Williams
Commission # CG 894820
Expires Jan. 25, 2004
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public
Print name: _____

My commission expires:

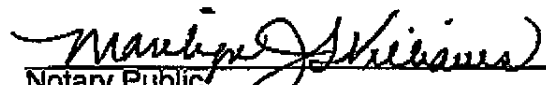
STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2ND day of
MAY, 2001, by David Ford, who [is personally known to me] [has produced
_____ as identification].



Marilyn J. Williams
Commission # CG 894820
Expires Jan. 25, 2004
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public
Print name: _____

My commission expires:

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2ND day of MAY, 2001, by Daniel E. Aldridge, who [is personally known to me] [has produced _____ as identification].



Marilyn J. Williams
Commission # CG 894820
Expires Jan. 25, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Marilyn J. Williams
Notary Public
Print name: _____

My commission expires: _____

Having been named to accept Service of Process for the corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Lew Friedland
Lew Friedland
Registered Agent

Date: 5/2/01

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