

Division of Corporations

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The Landings Lot Owners' Association, Inc.

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ARTICLES OF INCORPORATION
OF
THE LANDINGS LOT OWNERS' ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a Corporation under the Florida Not-for-Profit Corporation Act.

NAME: The name of the corporation, herein called the "Association", is The Landings Lot Owners' Association, Inc., a Florida not-for-profit corporation, and its address is 7500 College Parkway, Fort Myers Florida 33907.

ARTICLE I

DEFINITIONS: The definitions set forth in the Declaration of Unified Control, Easements, Covenants and Restrictions for The Landings Shopping Center (the "Declaration") shall apply to terms used in these Articles, unless otherwise specifically defined herein.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporation Act for maintaining and administering the Common Areas, administering and enforcing the Declaration, and collecting and disbursing the Assessments for The Landings Shopping Center (the "Shopping Center") located in Indian River County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not-for-profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or Officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as expressly limited or modified by these Articles, the Declaration, Bylaws, and the Rules and Regulations (these Articles, the Declaration, Bylaws, and Rules and Regulations shall be collectively referred to herein as the "Governing Documents"); and it shall have all of the powers and duties reasonably necessary to operate the Shopping Center pursuant to the Governing Documents as they may hereafter be amended, including but not limited to the following:

- (A) To levy and collect Assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties;
- (B) To protect, maintain, repair, replace and operate the Common Areas;
- (C) To purchase insurance for the protection of the Association and its Members;

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(D) To repair and reconstruct improvements after casualty, and to make further improvements of Common Areas;

(E) To make, amend and enforce reasonable rules and regulations as set forth in the Declaration;

(F) To enforce the provisions of the laws of the State of Florida that are applicable to the Common Areas and the Governing Documents;

(G) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the Membership of the Association;

(H) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation, management and maintenance of the Common Areas;

(I) To borrow money as necessary to perform its other functions hereunder;

(J) To grant, modify or move any easement subject to limitations under the Declaration;

(K) To sue and be sued;

(L) To own and convey property interests subject to limitations under the Declaration;

(M) To exercise any and all powers of a not-for-profit corporation under Chapter 617, Florida Statutes; and

(N) To administer and enforce any of Declarant's rights, duties, responsibilities, and obligations set forth in the Declaration that may be assigned by Declarant to the Association as provided for in Section 16.3 of the Declaration in connection with turnover of Declarant's control of the Association to the Members.

All funds and legal interests in the Common Areas acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. No non-members shall have any interest whatsoever in the assets of the Association. In the event the Association ceases to exist or legally has the right to decline to accept an assignment of the rights and obligations of Declarant and does in fact rightfully decline to accept the same, the responsibility for the operation and maintenance of the Common Areas, including any property or easements and related improvements that are dedicated to the Association by easement pursuant to the Declaration, shall be transferred pursuant to the terms of Section 17.3 of the Declaration.

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ARTICLE III

MEMBERSHIP:

(A) Every Owner and the owner of Phase II shall automatically be a Member of the Association. In the event any person or entity shall be an Owner of more than one Lot, it shall be deemed a Member for each Lot owned. Membership in the Association shall be appurtenant to and shall not be separated from ownership of any Lot.

(B) The Association shall have two classes of voting memberships:

- (1) Class "A". Class "A" Members shall consist of each and every Owner of a Lot with the exception of the Declarant. Class "A" Members shall be entitled to one (1) vote per each one-hundredth (1/100th) of an acre contained in each respective Lot (as such acres are specifically designated for each Lot in Table 8.2 of the Declaration as such table may be amended from time to time). When more than one person and/or entity holds fee simple title to a Lot, all such persons and/or entities owning any such Lot shall collectively constitute one Member of the Association as to any such Lot and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote per each one-hundredth (1/100th) of an acre be cast with respect to any such Lot. The Bylaws may establish procedures for voting when the title to a Lot is held in the name of a partnership, a corporation, a limited liability company, or more than one person or entity, and the manner of exercising voting rights shall be as set forth in the Bylaws.
- (2) Class "B". The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to one hundred (100) votes per each one-hundredth (1/100th) of an acre (as such acres are specifically designated for each Lot in Table 8.2 of the Declaration as such table may be amended from time to time) contained in each Lot and/or in Phase II in which it holds any interest, provided that the Class "B" Membership shall cease and become converted to Class "A" Membership on the happening of the earlier of either of the following events:
 - a) at such time that the Declarant, in its sole discretion, voluntarily converts its Class "B" Membership to Class "A" Membership; or
 - b) on the date the Declarant is no longer the record owner of the fee simple title to any Lot, Tract or Phase II, or to any smaller portion thereof.

From and after the happening of the earlier to occur of either of the foregoing events (the "Turnover Date"), the Class "B" Member shall be deemed to be a Class "A" Member entitled to

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one (1) vote per each one-hundredth (1/100th) of an acre contained in each Lot in which it holds any interest required for membership.

ARTICLE IV

TERM: The term of the Association shall be perpetual unless sooner terminated as follows:

(A) Prior to the Turnover Date. The Association may be terminated only by Declarant, in its sole discretion. The Association may be dissolved by Declarant in accordance with Section 617.1402(2), Florida Statutes, without the joinder, ratification and/or approval of any Owner or Member.

(B) On or after the Turnover Date. The Association may be terminated if such termination is approved by the Owners of at least two-thirds (2/3rds) of the Lots then subject to the Declaration.

In the event the Association is terminated as provided for herein: the interest of the Association, of any kind whatsoever, in or to any Common Areas located within any Tract or any of the Lots shall be released to the Owner of the largest Lot (in acres) of the Lots (whether now existing within Phase I, or hereafter platted, subdivided or otherwise created within Phase II) as provided in Section 17.3 of the Declaration. The foregoing shall not be interpreted to provide for the termination of any rights, easements, terms or other covenants set forth in the Declaration not applicable to the Association.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) The Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Declarant. Beginning on the Turnover Date, Directors shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board.

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The initial Directors are as follows:

- (1) L. Greg Browne
- (2) Rich Hering
- (3) Philip J. Fischler

The initial Officers are as follows:

- | | | |
|-----|--------------------|-------------------------------|
| (1) | L. Greg Browne | President |
| (2) | Philip J. Fischler | Vice President |
| (3) | Susan M. Sprehn | Secretary/Treasurer |
| (4) | Rich Hering | Assistant Secretary/Treasurer |

ARTICLE VII

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

(A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least two (2) Members (which may include Declarant).

(B) **Procedure.** Upon any amendment to these Articles being proposed by said Board or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting or special meeting for which proper notice can be given.

(C) **Vote Required.** Prior to the Turnover Date, amendments shall be adopted by the Board of Directors. Subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3rds) of the votes of the entire membership, such vote to occur at any annual or special meeting at which a quorum has been established, provided that the text of each proposed amendment has been given to the Members with notice of the meeting. As long as Declarant owns any Lot, Tract or other parcel an amendment to the Articles of Incorporation shall not be effective without the prior written consent of Declarant, which consent may be denied in Declarant's discretion, provided further that regardless of whether Declarant owns a Lot, Tract, or other parcel, no amendment shall be effective which alters the rights and privileges of Declarant, an Institutional Mortgagee, or SJRWMD, unless such party shall first provide its written consent or joinder. No amendment which affects the Stormwater Drainage System, the conservation areas or water management portions of the Common Areas, or the operation and maintenance of the Stormwater Drainage System, or the rights of the SJRWMD shall be effective, unless the SJRWMD shall first provide its written consent and joinder.

(D) **Effective Date.** An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Indian River County, Florida, with the formalities required for the execution of a deed.

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ARTICLE VIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify, protect, defend and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorney fees and expert witness fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor;

(B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful; and/or

(C) A transaction from which the Director or Officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

ARTICLE IX

INCORPORATOR: The name and address of the Incorporator is as follows:

Susan M. Sprehn
North American Properties – Southeast, Inc.
7500 College Parkway
Fort Myers, FL 33907

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ARTICLE X

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

R&A Agents, Inc., an Ohio corporation
authorized to transact business in Florida
Stephen E. Thompson, Esq., as Assistant Secretary
Trianon Centre – 3rd Floor
850 Park Shore Drive
Naples, Florida 34103

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a not-for-profit corporation to do business within the State of Florida, under the laws of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 30 day of MAY, 2008.

 Susan Sprehn, Incorporator

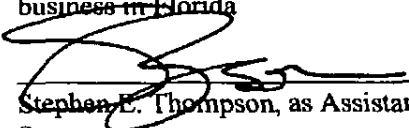
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**ACCEPTANCE OF
REGISTERED AGENT/REGISTERED OFFICE**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE LANDINGS LOT OWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THE FOREGOING ARTICLES OF INCORPORATION, 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 RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

R&A Agents, Inc.,
an Ohio corporation authorized to transact
business in Florida



Stephen E. Thompson, as Assistant
Secretary

Date: 30 May 2008

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