

Division of Corporations

Page 1 of 2

Handwritten number: 18000006847

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H18000185624 3)))



H180001856243ABC2

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : (850) 617-6381

From: Account Name : GREENSPOON HARDER, P.A.  
Account Number : 076064003722  
Phone : (888) 491-1120  
Fax Number : (954) 343-6962

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: alstrada@taylormorrison.com

FLORIDA PROFIT/NON PROFIT CORPORATION  
Artisan Lakes Commercial Park Association, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$87.50

RECEIVED  
18 JUN 21 PM 5:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED  
JUN 21 AM 9:08

JUN 22 2018

K. PAGE

**EXHIBIT "D"**

**ARTICLES OF INCORPORATION  
OF  
ARTISAN LAKES COMMERCIAL PARK ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I  
NAME AND ADDRESS**

The name of this corporation shall be ARTISAN LAKES COMMERCIAL PARK ASSOCIATION, INC. ("Commercial Association"), a Florida corporation not for profit, whose principal address and mailing address is 3922 Coconut Palm Drive, Suite 108, Tampa, Florida, 33619.

**ARTICLE II  
DEFINITIONS**

The terms defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes Commercial Park ("Commercial Declaration"), are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

**ARTICLE III  
PURPOSES AND POWERS**

This Commercial Association will not permit pecuniary gain or profit nor distribution of its income to its Members, officers or Directors. It is a non-profit corporation formed for the purpose of establishing an owners' association which will, subject to the Commercial Declaration to be recorded in the Public Records of Manatee County, Florida, have the specific purposes and powers below:

(A) Purposes:

(1) To be and constitute the Commercial Association to which reference is made in the Commercial Declaration, as amended from time to time, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Commercial Association, as specified in the Commercial Declaration, the Bylaws, and as provided by law.

(2) To fulfill all of the purposes listed above and to exercise all of the powers listed below with respect to the Park under the jurisdiction of this Commercial Association through the recorded Commercial Declaration.

(B) Powers: The Commercial Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles and with the Commercial Declaration, as may from time to time be amended, including, but not limited to, the power to:

(1) Fix, levy, collect and enforce payment by any lawful means of all charges, assessments or liens pursuant to the terms of the Commercial Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property of the corporation;

(2) Enforce any and all covenants, conditions, easements and restrictions applicable to the Common Areas;

(3) Pay taxes, if any, on the Common Areas;

(4) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) Dedicate, sell or transfer all or any part of the Common Areas 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 at least two-thirds (2/3) of the Board consent to such dedication, sale or transfer;

(6) Purchase policies of insurance upon the Common Areas and use the proceeds from policies, if any, to effectuate its purposes;

(7) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, provided that merger, consolidation or annexation shall have the consent of at least two-thirds (2/3) of the Board;

(8) Enter into, make perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Commercial Association, with any other entity or agency, public or private; and

(9) Exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of the Florida Statutes may now have or hereafter have subject always to the Commercial Declaration, as amended from time to time.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING**

(A) The Commercial Association shall be a membership corporation without certificates or shares of stock.

(B) Membership and Voting Rights shall be as follows:

Declarant shall have three (3) votes plus one (1) vote for each vote of Owners as long as Declarant owns at least ten percent (10%) of all land constituting the Park and no longer has the right to add land to the Park, as specified in the Commercial Declaration. Thereafter, Declarant shall have the same voting rights as the other Owners. During the time Declarant has the disproportionate voting rights the other Owners shall be entitled to elect one Director to the Board.

All Owners will be Owner Members of the Commercial Association. VOTING RIGHTS OF EACH OWNER MEMBER SHALL BE CAST SOLELY BY THE VOTING REPRESENTATIVE appointed by the Owner Member. Each Voting Representative shall cast all votes attributed to the Owner Member that selected such Voting Representative. Except as to Declarant, as set forth in the paragraph immediately above, the number of votes which may be cast by each Voting Representative shall be equal to the percentage ownership interest (rounded to the nearest hundredth) of each Owner shall be determined as a fraction, the numerator of which shall be the total acreage owned by an Owner and the denominator of which shall be the total acreage of the Park.

ARTICLE V  
TERM

The term of the Commercial Association shall be perpetual. However, if the Commercial Association is dissolved, the Common Area, as defined in the Commercial Declaration, shall be conveyed to an appropriate local government agency. If it is not accepted by said agency, then the Common Area must be dedicated to a similar not-for-profit corporation.

ARTICLE VI  
BYLAWS

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

ARTICLE VII  
AMENDMENTS

Amendments to these Articles may be proposed and adopted as provided in Chapter 617, Florida Statutes, provided that no amendment may be in conflict with the Commercial Declaration, and further provided that no amendment shall be effective to impair or dilute any rights of Members that are governed by the Commercial Declaration.

ARTICLE VIII  
OFFICERS

The affairs of the Commercial Association shall be managed by the President of the Commercial Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by

the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected by a Board consisting of appointees of Owners, officers must be Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

**ARTICLE IX**  
**FIRST OFFICERS**

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

President	Jeff Deason
Vice President	Scott Himelhoch
Secretary/Treasurer	Tracy Briones

**ARTICLE X**  
**DIRECTORS**

(A) The affairs of the Commercial Association will be administered by a Board of Directors. Each Director shall have one (1) vote. The Board of Directors shall consist of three (3) Directors until the Turnover Date. Declarant shall be entitled to appoint two (2) Directors until the Turnover Date, with the third Director being appointed by the Owners as provided in Article IV above. Once Declarant no longer holds any portion of all of the land constituting the Park and no longer has the right to add land to the Park, the Owners other than the Declarant shall be entitled to elect all Directors.

(B) The names and addresses of the persons who are to serve as Directors on the first Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Jeff Deason	3922 Coconut Palm Drive, Suite 108 Tampa, FL 33169
Scott Himelhoch	3922 Coconut Palm Drive, Suite 108 Tampa, FL 33169
Tracy Briones	3922 Coconut Palm Drive, Suite 108 Tampa, FL 33169

(C) A Director appointed by Declarant may be removed from office only by Declarant.

(D) The resignation of a Director, whether or not he or she has been designated by Declarant, shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Members or Owners had, now have or will have or which any personal representative, successor, heir or assign of the Members or Owners hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

(E) The initial officers of the Commercial Association shall be appointed by the Board of Directors at an organizational meeting called by a majority of the Directors.

ARTICLE XI  
INCORPORATOR

The name and address of the Incorporator of these Articles are:

Mark F. Grant  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, Florida 33301

ARTICLE XII  
INITIAL REGISTERED AGENT

The street address of the initial registered office of the Commercial Association is 1200 South Pine Island Road, Plantation, FL 33324, and the initial registered agent of the Commercial Association at that address shall be NRAI Services, Inc.

ARTICLE XIII  
INDEMNIFICATION

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

(A) Willful misconduct or a conscious disregard for the best interest of the Commercial Association, in a proceeding by or in the right of the Commercial Association to procure a judgment in its favor.

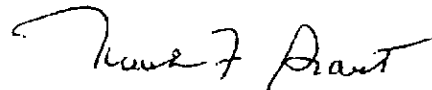
(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his/her action was unlawful or had reasonable cause to believe his/her action was lawful.

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

(D) Wrongful conduct by Directors or officers appointed by Declarant, in a proceeding brought by or on behalf of the Commercial Association.

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 Commercial 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.

IN WITNESS WHEREOF, the Incorporator does hereby execute these Articles of Incorporation this 21<sup>st</sup> day of June, 2018.

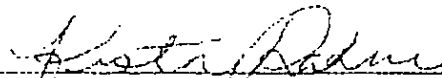


MARK F. GRANT, Incorporator

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XII of these Articles of Incorporation, and acknowledges that they are familiar with and accept the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

NRAI SERVICES, INC.

  
Printed Name: Kristen Rahm  
Title: Asst Secretary to NRAI