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FLORIDA PROFIT/NON PROFIT CORPORATION

Sligh Station Property Owners' Association, Inc.

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ARTICLES OF INCORPORATION
OF
SLIGH STATION PROPERTY OWNERS' 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 Chapters 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
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Common Assessments", "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Sligh Station Documents.
3. "Association" means the Sligh Station Property Owners' Association, Inc., a Florida corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.
4. "Association Property" means the property more particularly described in the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" means the Bylaws of the Association and any amendments thereto.
7. "County" means Hillsborough County, Florida.
8. "Declarant" means **Wen-Tampa Real Estate, LLC**, a Florida limited liability company, and any successor or assign thereof to which **Wen-Tampa Real Estate, LLC**, specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, which must be recorded in the Public Records of the County. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.
9. "Declaration" means the Declaration of Covenants, Conditions, And Restrictions for Sligh Station, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

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10. "Director" means a member of the Board.

11. "Member" means a member of the Association.

12. "Common Expenses" means the expenses for which Owners are liable to the Association as described in the Declaration and any other Sligh Station Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Association Property and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Sligh Station Documents.

14. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Parcel within Sligh Station, and includes Declarant for as long as Declarant owns fee simple title to a Parcel, but excluding therefrom those having such interest as security for the performance of an obligation.

15. "Sligh Station" means that planned mixed use development located in the County, which encompasses the Property (as defined in the Declaration).

16. "Sligh Station Documents" means in the aggregate the Declaration, the Articles, the Bylaws, the Rules and Regulations, if any, and the Design Guidelines, if any, and all of the instruments and documents referred to therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s).

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

ARTICLE II

NAME

The name of this corporation shall be the SLIGH STATION PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is Attention: Jhonny Mercado, 1100 Park Central Blvd S., Suite 3300, Pompano Beach, Florida 33064.

ARTICLE III

PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in, the Sligh Station Documents and to carry out the covenants and enforce the provisions of the Sligh Station Documents.

ARTICLE IV

POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a

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corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Sligh Station Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Sligh Station Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Common Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, maintain, repair, replace, operate and convey the Association Property in accordance with the Sligh Station Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Sligh Station Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Sligh Station in a proper and aesthetically pleasing condition consistent with other similar developments in the Central Florida area.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of two thirds (2/3) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Sligh Station Documents;

(c) the enforcement of any applicable use and other restrictions contained in Sligh Station Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of two thirds (2/3) of the Members); or

(e) filing a compulsory counterclaim.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. After the first deed of conveyance of a Parcel from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), Declarant shall be a Member as to each of the remaining Parcels until each such Parcel is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Parcels owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

B. Membership in the Association for Owners other than Declarant shall be established automatically by the acquisition of ownership of fee simple title to a Parcel as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County.

C. On all matters on which the membership shall be entitled to vote, votes may be exercised or cast by the Owner(s) of each Parcel as will be provided for in the Bylaws. The number of votes for each Parcel shall be set forth in Exhibit "F" of the Declaration.

D. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Parcels, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in Sligh Station Documents.

E. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her/its Parcel.

F. Any Member who conveys or loses title to a Parcel by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel and shall lose all rights and privileges of a Member resulting from ownership of such Parcel.

G. The vote of the Owners of a Parcel owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the

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Owners of the Parcel, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Parcel shall not be considered for a quorum or for any other purpose.

H. A quorum shall consist of persons entitled to cast at least two thirds (2/3) of the total number of votes of the Members.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar property owners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII

INCORPORATOR

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

Jhonny Mercado
Wen-Tampa Real Estate, LLC, a Florida limited liability company
1100 Park Central Blvd S., Suite 3300
Pompano Beach, Florida 33064

ARTICLE VIII

OFFICERS

The affairs of the Association shall be managed by the President of the 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. 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 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:

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President: Edilberto Rodriguez
Vice President: Jhonny Mercado
Treasurer: Jhonny Mercado
Secretary: Randy Pianin

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors shall be not less than three (3). Except for Declarant-appointed Directors, Directors must be Members. There shall be only one (1) vote for each Director.

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>
Jhonny Mercado	1100 Park Central Blvd S., Suite 3300, Pompano Beach, Florida 33064
Edilberto Rodriguez	1100 Park Central Blvd S., Suite 3300, Pompano Beach, Florida 33064

C. Declarant has reserved the right in the Declaration to modify its plan of development for Sligh Station.

D. The Owner of each Parcel shall appoint one Director to serve on the Board. The Owner of a Parcel may change its Director upon thirty (30) days' notice to the remaining Directors.

E. The Board shall continue to be so designated and appointed at each subsequent "Annual Members' Meeting" (as defined in the Bylaws).

F. A Director may be removed from office upon the affirmative vote of two-thirds (2/3) of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director shall be held upon the written request of one third (1/3) of the Members. The Owner of the Parcel who appointed the removed Director shall appoint a new Director to fill the vacancy within ten (10) days of the removal. The failure to appoint a new Director shall give the remaining Directors the right to fill the vacancy until such time as the Parcel Owner appoints a new Director.

G. The Initial Annual Meeting shall be held within one year of the recordation of the Declaration. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association

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against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

These Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of two thirds (2/3) of the total voting interests of the Members.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

B. These Articles may not be amended without the written consent of two thirds (2/3) of the members of the Board.

C. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall materially impair the ability of Declarant to sell its remaining Parcels, without the prior written consent thereto by Declarant, for so long as Declarant holds title to at least one (1) Parcel; and prejudice the rights of any "Institutional Mortgagee" (as

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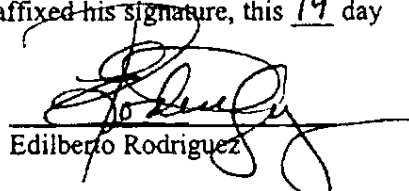
such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

D. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

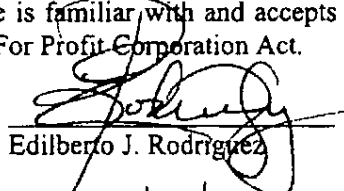
ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is Edilberto J. Rodriguez 1100 Park Central Blvd S., Suite 3300, Pompano Beach, Florida 33064 and the initial registered agent of the Association at that address shall be Edilberto J. Rodriguez.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 19 day of November, 2020.


Edilberto Rodriguez

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


Edilberto J. Rodriguez

Dated: 11/19/2020

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