

Division of Corporations

Page 1 of 1

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## FLORIDA NON-PROFIT CORPORATION

The Northeast Quadrant Property Owners' Association,

Certificate of Status	0
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**ARTICLES OF INCORPORATION**  
**OF**  
**THE NORTHEAST QUADRANT PROPERTY**  
**OWNERS' ASSOCIATION, INC.**

The undersigned Incorporators, being persons competent to contract, subscribe to these Articles of Incorporation to form a corporation not-for-profit under the laws of the State of Florida.

**Article 1**

**NAME**

The name of the corporation is "THE NORTHEAST QUADRANT PROPERTY OWNERS' ASSOCIATION, INC." and shall hereinafter be referred to as the "Association".

**Article 2**

**DEFINITIONS**

Except where specified to the contrary or where otherwise defined herein, all capitalized terms used herein which are not defined herein shall have the same meaning as defined in that certain Drainage Facility Agreement between Costco Wholesale Corporation, the Association and certain other parties designated as "Skinner" therein (the "Agreement"), to which a copy of these Articles of Incorporation of The Northeast Quadrant Property Owners' Association, Inc. (hereinafter referred to as the "Articles") is to be attached, as said Agreement shall hereafter appear among the Public Records of Duval County, Florida, and as said Agreement may be amended from time to time.

**Article 3**

**PURPOSES**

The general nature, objects and purposes of the Association are as follows:

- A. To provide for the operation and use of the Drainage Facility;

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B. To establish a means for the maintenance and repair of the Drainage Facility, including the construction, reconstruction, improvement, repair, maintenance and replacement of the Drainage Facility ; and

C. To provide a fair and consistent method for the achievement of the foregoing general purposes in a fiscally prudent fashion.

#### Article 4

#### POWERS

The Association shall have all of the following rights and powers:

A. To fix, establish, levy and collect all Quarter-annual Assessments, Supplemental Assessments and Special Assessments, as provided in the Agreement.

B. To promulgate, adopt and publish rules, regulations and procedures governing the use and operation of the Drainage Facility and as to matters related to compliance with the Drainage Facility Permits.

C. To enforce the payment of all Assessments, and to enforce the compliance with all of the terms and conditions of, and the rights and obligations of all Owners under, the Agreement, these Articles, the Bylaws, and any rules and regulations promulgated pursuant thereto.

D. To levy and collect fines, to bring actions at law and in equity, to impose and foreclose liens, and to suspend voting rights and other privileges of any Owner of a Parcel after notice, for violations of the Agreement, these Articles, the Bylaws, and any rules or regulations promulgated pursuant thereto.

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E. To buy, own, hold an interest in, operate, lease, sell, trade and mortgage both real and personal property in furtherance of the purposes of the Association.

F. To enter into, make, perform and carry out contracts of any kind or nature with any person or entity in furtherance of the purposes of the Association.

G. To appoint, elect, hire and engage, and to delegate powers to, committees, agents, firms, personnel and other parties in order to carry out the functions, services and duties of the Association.

H. To pay all such taxes, charges and fees as may be incurred by the Association in fulfilling its functions and duties.

I. To undertake maintenance responsibility for the Drainage Facility and their appurtenant facilities and structures.

J. To hold the Drainage Facility Permits and all renewals thereof and to take such actions as are necessary to maintain them in full force and effect and to cause the Project and all operations on the Project to be in compliance therewith.

In addition to all rights and powers set forth in the Agreement, these Articles and the Bylaws, and to the extent not in conflict therewith, the Association shall have all common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.

All powers of the Association shall be exercised subject to and in accordance with the Agreement, these Articles and the Bylaws, and all funds and assets of the Association shall be held and employed for the common use and benefit of all Owners of the Parcels in accordance with the same. The Association shall make no distributions of income, principal

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or assets to any Owners, or to any directors or officers of the Association, except as may be allowed by law and by these Articles and the Bylaws.

#### Article 5

##### MEMBERSHIP IN THE ASSOCIATION

Every owner of a Parcel shall automatically become a Member of the Association by virtue of such ownership, and there shall be no other qualifications for membership. Membership in the Association shall be appurtenant to and shall not be separated from the ownership of any Parcel, and neither the interest of a Member in the funds and assets of the Association, nor the benefits resulting from membership therein, shall be transferred, assigned or hypothecated by any Member in any manner except as an appurtenance to the Parcel owned by such Member. Any person or entity holding an interest in any Parcel solely as security for the performance of an obligation of the Owner of such Parcel shall not be deemed a Member of the Association. Any person or entity who takes title to a Parcel shall notify the Association in writing of its acquisition of such Parcel and shall specify in such notice the address to which notices from the Association are to be sent.

#### Article 6

##### VOTING

6.1 **Number of Votes.** Each Member shall be entitled to one (1) vote for each gross acre or portion thereof of the Member's Parcel(s).

6.2 **Joint Ownership.** When any Parcel is owned by two (2) or more persons or entities, whether as fiduciaries or by other means of common or joint ownership, then such persons or entities shall be entitled to only the same number of votes as would be available

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if such Parcel was owned by only one (1) person or entity. Such common or joint Owners of a Parcel shall notify the Association by written instrument, signed by all the common or joint Owners, of the identity of the person or entity who is entitled to cast the vote(s) for the Parcel owned by them. The Association shall be entitled to rely on such instrument without further inquiry or investigation, and the party designated in such instrument shall be entitled to cast the vote(s) for such common or joint Owners at each meeting of the Members unless a similar instrument to the contrary is provided to the Association before notices of any such meeting are sent by the Association.

**6.3 Meetings.** Regular and special meetings of the Members shall be held in accordance with the Bylaws.

**6.4 Votes Required.** Except where specified to the contrary in these Articles, the Agreement or the Bylaws, the affirmative vote of a majority of the votes entitled to be cast at any meeting of the Members duly called and at which a quorum is present shall be binding upon all Members of the Association.

## Article 7

### **BOARD OF DIRECTORS**

The assets, interests, business and affairs of the Association shall be managed by the Board of Directors of the Association, which shall consist of three (3) directorships. All of the duties and powers of the Association shall be exercised exclusively by the Board and any agents, employees or other parties engaged or employed by the Board, subject only to the approval of the Members where such approval is specifically required hereunder or under the Agreement or the Bylaws. The powers, duties and responsibilities of the directors, as well

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as the election of the original directors and their successors and the terms of the directors, shall be governed by the Bylaws.

#### Article 8

#### OFFICERS

The officers of the Association shall consist of a President, a Vice-President, a Secretary, a Treasurer, and other such officers as the Board may by resolution create. Any two (2) or more offices may be held by the same person, except for the offices of President and Secretary. The powers, duties and responsibilities of each officer, as well as the election of the original officers and their successors and the term of each office, shall be governed by the Bylaws.

#### Article 9

#### INDEMNIFICATION

To the extent permitted by law, the Association shall indemnify upon demand any person who is a party or is threatened to be made a party to any pending or threatened litigation or proceeding by virtue of their status, or actions taken in furtherance of their duties and obligations, as an officer or director of the Association. The Association shall indemnify any such person from and against any loss or expense, including reasonable attorneys' fees, incurred by such director or officer by reason of such proceedings or threatened proceedings. Such indemnification shall include all judgments and fines levied against any such officer or director and also all sums expended in settlement of any such litigation or proceedings (provided that any such settlement is approved in writing by the Association prior to its adoption); provided, however, that the Association shall have no obligation to

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indemnify any officer or director who fails to act in good faith, in a manner reasonably believed to be in the best interest of the Association, taking into account the fiduciary obligations imposed herein, or for liabilities resulting from the intentional or willful misconduct of such officer or director, or from any criminal acts of such officer or director (unless said officer or director had reasonable grounds to believe the conduct in question was lawful), or in the event that a court of competent jurisdiction determines that based upon the relevant facts and law, such indemnification should be denied based on equitable or public policy considerations.

#### Article 10

##### FIDUCIARY DUTY

The directors, officers, and all members of the Association shall all have a fiduciary duty and responsibility to each other in exercising their respective rights and powers and performing their duties and obligations under the Agreement, these Articles, the Bylaws and all rules and regulations promulgated pursuant thereto. All Members, directors and officers shall act in the collective best interest of all Members of the Association. No Member (nor Members acting in concert) which owns a Parcel(s) entitled to a majority of votes in Association matters, nor any directors or officers elected by such majority Owners, shall exercise control over the operation of the Association so as to inequitably benefit such majority Owners to the detriment of the minority Owners. The Members, directors and officers shall all act in accordance with the foregoing fiduciary duty and the terms, purposes

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and intent of the Agreement, these Articles and the Bylaws in promulgating and administering all rules, regulations and procedures for the Association.

#### Article 11

##### AMENDMENT

Neither these Articles, nor any subsequent version of the same, may be altered, amended or repealed except by the affirmative vote of the Members entitled to cast not less than three-fourths (3/4) of the total number of votes in the Association, but Article 5, Sections 6.1, 6.2, 6.4, Article 7, Article 10, this Article 11, Article 13 and Article 14 shall not be changed without the written consent of all of the Members.

#### Article 12

##### REGISTERED AGENT AND OFFICE

The street address of the initial registered office of the Association shall be One Independent Square, Suite 3000, Jacksonville, Florida 32202, and the name of the initial registered agent of the Corporation shall be MABM Corporate Services, Inc., c/o Charles L. Cranford.

#### Article 13

##### CONFLICT IN TERMS

Any conflict between the terms and provisions of the Agreement, these Articles, the Bylaws and any rules and regulations promulgated pursuant thereto shall be resolved in the following order of priority:

- (i) the Agreement;
- (ii) these Articles;

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(iii) the Bylaws; and

(iv) the rules and regulations promulgated by the Association.

#### Article 14

#### BYLAWS

The Bylaws of the Association shall not be amended, altered or repealed except by the affirmative vote of the Members entitled to cast not less than three-fourths (3/4) of the total number of votes in the Association, but Article 3, Sections 4.2, 4.3, 5.2, 5.3, 5.4, 6.1, 6.2, 6.3, 7.7, 9.2, Article 10, Article 12, Article 13 and Article 14 of said Bylaws shall not be changed without the written consent of all of the Members.

#### Article 15

#### INCORPORATORS

The names and address of the Incorporators signing these Articles are as follows:

MABM Corporate Services, Inc.  
C/o Charles L. Cranford, Esquire  
One Independent Drive, Suite 3000  
Jacksonville, Florida 32202

#### Article 16

#### TERM OF EXISTENCE

The Association shall have perpetual existence.

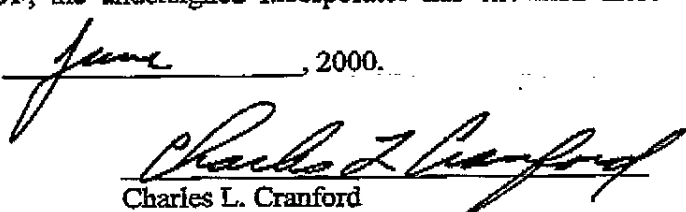
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Article 17

**ADDRESS OF INITIAL PRINCIPAL OFFICE**

The street address of the initial principal office and the mailing address of the Corporation is: One Independent Drive, Suite 3000, Jacksonville, Florida 32202.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles as of the 9th day of June, 2000.

  
Charles L. Cranford

06/12/00

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MARTIN, ADE, B&M

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**STATE OF FLORIDA**

**COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2000, by Charles L. Cranford, who personally appeared before me and is personally known to me.

Ethene J. Hope

Name Printed: \_\_\_\_\_

Notary Public

My commission expires

[Notary seal]



Ethene T. Hope  
MY COMMISSION # 00587857 EXPIRES  
November 25, 2000  
LONGED TRAIL TRAY FARM BRIDGEVILLE, NC

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR  
THE SERVICE OF PROCESS WITHIN FLORIDA AND  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Sections 48.091 and 617.0501, Florida Statutes, the following is submitted: (the "Corporation"), desiring to organize as a domestic not-for-profit corporation or qualify under the laws of the State of Florida has named and designated MABM Corporate Services, Inc. as its Registered Agent to accept service of process within the State of Florida with its registered office located at One Independent Drive, Suite 3000, Jacksonville, Florida 32202.

**ACKNOWLEDGMENT**

Having been named as Registered Agent for the Corporation at the place designated in this Certificate, I hereby agree to act in this capacity; and I am familiar with and accept the obligations of Section 617.0501, Florida Statutes, as the same may apply to the Corporation; and I further agree to comply with the provisions of Florida Statutes, Section 48.091 and all other statutes, all as the same may apply to the Corporation relating to the proper and complete performance of my duties as Registered Agent.

Dated this 9 day of June, 2000.

**MABM CORPORATE SERVICES, INC.**

Charles L. Cranford  
(Signed name)

Charles L. Cranford  
(Printed name)

Its: Vice President  
(Office)

(Corporate Seal)

