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FLORIDA NON-PROFIT CORPORATION

Sunbeam Road Professional Park Owner's Association, Inc.

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ARTICLES OF INCORPORATION
OF
SUNBEAM ROAD PROFESSIONAL PARK
OWNER'S ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a not-for-profit corporation under the "Florida Not-For-Profit Corporation Act."

ARTICLE I
CORPORATE NAME

The name of the Corporation shall be SUNBEAM ROAD PROFESSIONAL PARK OWNER'S ASSOCIATION, INC., hereinafter called the "Association." The corporation's mailing address is Post Office Box 551260, Jacksonville, FL 32255-1260.

ARTICLE II
DURATION

The duration of the Corporation shall be perpetual.

ARTICLE III
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Protective Covenants, Restrictions, and Easements for SUNBEAM ROAD PROFESSIONAL PARK to be recorded in the Public Records of Duval County, Florida (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV
COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Department of State of the State of Florida.

ARTICLE V
PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association with respect to the compensation of Directors, Officers or Members of the Association for the rendition of unusual or exceptional services to the Association.

The purposes for which the Association is formed, and the powers that may be exercised by the Board of Directors of the Association, are:

- (a) To own the Common Area, to maintain the Common Area, to maintain the Driveways, all paved parking areas including striping, catch basins and underground drainage for the Land, landscaping and irrigation (except as otherwise provided), monument sign(s) and traffic and directional signs, Utility Lines (except for those lying within five feet of any Building), transformers, all for the use and benefit of the Owners and the

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Lewis Ansbacher
P. O. Box 551260
Jacksonville, FL 32255-1260
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Fl. Bar No. 002037

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Association, and to provide refuse container on the Common Area as designated on the Map attached to the Declaration, and to provide regular removal services for refuse deposited therein as herein provided, and to perform such other duties and services and carry out such other obligations as provided for in the Declaration, Articles and Bylaws, including but not limited to providing architectural control over, the Building Sites, Lots and Common Property and operating and managing the Storm Water Management System in accordance with the Drainage Plan; and

(b) To acquire by gift, purchase, or otherwise, and to own, build, improve, operate, repair, maintain and replace, lease, transfer, and otherwise dispose of, real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Association; and

(c) To dedicate, sell or transfer all or any part of the Common Property constituting part of the Storm Water Management System to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; however, such dedication or transfer shall not be effective without the prior written consent of Developer and all Institutional First Mortgagees affected thereby; and

(d) To establish, levy, collect, and enforce payment of, all assessments and charges and any Developer's Required Contribution pursuant to the terms and provisions of the Declaration or Bylaws of the Association, including but not limited to the levying and collection of adequate assessments against members of the Association for the costs of maintenance and operation of the Storm Water Management System, and to use the proceeds thereof in the exercise of its powers and duties; and

(e) To pay all expenses in connection with and incident to the conduct of the business and affairs of the Association; and

(f) To borrow money and to pledge, mortgage or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and

(g) To annex additional real property to the Property pursuant to the terms and provisions of the Declaration; and

(h) To exercise such powers which are now or may hereafter be conferred by law upon an association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and

(i) To operate, maintain and manage the Storm Water Management System in a manner consistent with the St. Johns River Water Management District (the "District") and applicable District rules, and to do all things requisite in order to obtain transfer of all permits for the location, operation, and maintenance of the Storm Water Management System into the name of the Association; and

(j) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration, as the same may be amended from time to time; and

(k) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

(l) To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners, including, but not limited to, refuse removal and utilities or services; and

(m) To purchase insurance upon the Property or any part thereof and insurance for the protection of the Association, its Officers, its Directors and the Owners; and

(n) To employ personnel to perform the services required for the proper operation of the Association; and

(o) To accept assignment of the Developer's rights or any portion thereof under the Declaration, if and when such assignment is made and to pay the costs associated with such assignment; and

(p) To accept the grant of the Common Property, Drainage Plan for the Storm Water Management System, and all permits associated therewith.

The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto.

ARTICLE VI BOARD OF DIRECTORS

A. **NUMBER AND QUALIFICATIONS.** The business and affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Association, but in no event shall there be less than three (3) Directors. A Director need not be a Member of the Association.

B. **DUTIES AND POWERS.** All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Owners only when such approval is specifically required.

C. **ELECTION; REMOVAL.** Excluding the initial Directors which shall be appointed by the Developer, the Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. **TERM OF INITIAL DIRECTORS.** The Developer shall appoint the members of the first Board of Directors, who shall hold office for the periods described in the Bylaws.

E. **INITIAL DIRECTORS.** The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws are as follows:

Marc Angelo
11363-300 San Jose Blvd.
Jacksonville, Florida 32223

John R. Schultz
118 West Adams Street
Suite 6
Jacksonville, Florida 32202

Ricky Spinks
11363-300 San Jose Blvd.
Jacksonville, Florida 32223

ARTICLE VII TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its Officers or Directors are officers or directors shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof that authorized the contract or transaction, or solely because such Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorized the contract or transaction.

ARTICLE VIII OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the Annual Meeting

of the Members and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for the filling of vacancies and for the duties of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Marc Angelo
Vice President	Ricky Spinks
Secretary	Marc Angelo
Treasurer	Ricky Spinks

ARTICLE IX MEMBERSHIP

A. **MEMBERSHIP.** So long as a Class B Membership shall exist, each and every Owner of a Building Site, other than the Developer, will be a Class A Member of the Association as set forth below. Further, the Developer shall be a Class B Member of the Association as set forth below until such membership shall terminate as provided for below.

B. **CLASSES.** Membership will be divided into two classes as follows:

1. Class A Members will be all Owners owning Building Sites (other than the Developer, only so long as Class B Membership exists, and then the Developer will be a Class A Member so long as Developer owns [i] a Building Site, or [ii] a portion of the Property (but excluding the Common Area) which has not been designated a Building Site).
2. The Class B Member will be the Developer.

C. **DURATION.** Class A Membership will be appurtenant to ownership of a Building Site and may not be separated from such ownership. Class B Membership will not be so appurtenant, but will remain with the Developer or the Developer's successors or assigns as provided herein or in the Declaration, regardless of the conveyance of Building Site to others. The Class B Membership will terminate (the "Turnover Date") at the sooner of (i) the termination of the Class B Membership by the Developer in written notice to the Association and upon the recording of such notice in the public records of Duval County, Florida, (ii) such time that Developer no longer owns any portion of the Property, or (iii) seven years following date hereof.

D. **VOTING RIGHTS.** Until the Class B Membership is terminated, the Class B Member will have sole voting rights in the Association and the Class A Members will have no voting rights except as otherwise specifically provided in the Declaration, Articles, or Bylaws. No notice of any meeting of the Association will be required to be given to the Class A Members until the termination of the Class B Membership. After termination of the Class B Membership, each Class A Member will be entitled to either (i) that number of votes which shall be equal to the Square Footage of the Completed Building located on such Owner's Building Sites, or (ii), if there is no Completed Building on such Owner's Building Sites, then the number of Square Footage of Building Improvements which can be located on such Owner's Building Site in accordance with the provisions of the Declaration, or (iii), if the Developer owns a portion of the Property which has not been designated a Building Site, the maximum number of Square Footage of Building Improvements which can be located on such property of the Developer in accordance with the provisions of the Declaration.

ARTICLE X AMENDMENT

Amendments to these Articles shall be made in the following manner:

A. **PROPOSAL.** Notice of the subject matter for a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. **ADOPTION.** The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than one third (1/3) of the Members eligible to vote. Directors and Members

eligible to vote not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than two-thirds of all the votes of the Members then entitled to be cast at a meeting at which a quorum of Members eligible to vote are present.

C. **LIMITATION.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Article V or Article XIII of the Articles entitled "Purposes and Powers" and "Indemnification," respectively, without the approval in writing of all Members eligible to vote and the joinder of all Institutional First Mortgagees. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment make changes that would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, Developer, unless Developer shall join in the execution of the amendment.

D. **DEVELOPER'S AMENDMENT.** The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by the Developer.

E. **RECORDING.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Duval County, Florida.

ARTICLE XI BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, rescinded in the manner provided in the Articles, Bylaws and the Declaration.

ARTICLE XII INCORPORATORS

The name and address of the incorporators of the Association are:

Marc Angelo
11363-300 San Jose Blvd.
Jacksonville, Florida 32223

John R. Schultz
118 West Adams Street
Suite 6
Jacksonville, Florida 32202

Ricky Spinks
11363-300 San Jose Blvd.
Jacksonville, Florida 32223

ARTICLE XIII INDEMNIFICATION

A. **INDEMNITY.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo

contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. **EXPENSES.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. **ADVANCES.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XIII.

D. **MISCELLANEOUS.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

E. **INSURANCE.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

F. **AMENDMENT.** Notwithstanding anything herein to the contrary, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIV DISSOLUTION

After the Turnover Date, the Association may be dissolved by a unanimous vote of the Members entitled to vote at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Drainage Plan for the Storm Water Management System must be transferred and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is:

5150 Belfort Road, Building 100
Jacksonville, FL 32256

and the name of the initial registered agent of the Association at said address is:

Lawrence V. Ansbacher

Executed by the undersigned this 26 day of July, 2001.

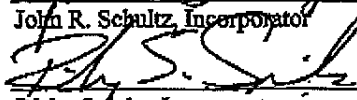
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Marc Angelo, Incorporator



John R. Schultz, Incorporator



Ricky Spinks, Incorporator

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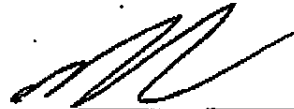
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CERTIFICATE

**DESIGNATING REGISTERED AGENT AND PLACE OF BUSINESS FOR THE SERVICE OF PROCESS
WITHIN THIS STATE**

Pursuant to Section 48.091, Florida Statutes, the following is submitted:

That SUNBEAM ROAD PROFESSIONAL PARK OWNER'S ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its registered office, as indicated in the Articles of Incorporation, in the City of Jacksonville, County of Duval, State of Florida, has named Lawrence V. Ansbacher, whose address is Post Office Box 551260, Jacksonville, Florida, 32255-1260, County of Duval, State of Florida, as its agent to accept service of process within the State of Florida.



Marc Angelo, Incorporator



John R. Schultz, Incorporator



Ricky Spinks, Incorporator

ACKNOWLEDGMENT

Having been named to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby accept such appointment and agree to act in this capacity, and agree to comply with the provisions of Florida law relating to keeping said office open.


Lawrence V. Ansbacher
Registered Agent

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