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**FLORIDA NON-PROFIT CORPORATION**

**Gatlin Commons Property Owners Association, Inc.**

|                       |         |
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**ARTICLES OF INCORPORATION  
OF  
GATLIN COMMONS PROPERTY OWNERS ASSOCIATION, INC.**

STATE  
TALLAHASSEE FLORIDA

A Florida Corporation Not-For-Profit

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I.  
NAME AND PRINCIPAL OFFICE**

A. The name of the corporation shall be GATLIN COMMONS PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association".

B. The principal office address of the Association is 5332 Orchid Bay Drive, Palm City, Florida 34990 and mailing address of the Association is 5332 Orchid Bay Drive, Palm City, Florida 34990. The location of the principal office shall be subject to change as may be provided in By-Laws duly adopted by the Association.

**ARTICLE II.  
EXISTENCE AND DURATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence.

**ARTICLE III.  
PURPOSE**

A. The Association has been established in connection with those certain parcels of real property owned by GATLIN GROUP HOLDINGS II, LLC, a Florida limited liability company, ("the Declarant") more particularly described on Exhibit "A" hereto. The Declarant has or will record a Declaration of Covenants, Conditions and Restrictions for Gatlin Commons Owners Property Association ("the Declaration"), among the Public Records of St. Lucie County, Florida, which will impose certain covenants, restrictions, easements, charges, liens and other rights and obligations in connection therewith. The terms and words used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration, unless expressly provided herein to the contrary. All references herein to the Declaration shall refer to the Declaration as it may from time to time be amended as provided therein.

Prepared by: R. Duke Woodson, Esq.  
Foley & Lardner LLP  
111 N. Orange Avenue, Suite 1800  
Orlando, FL 32801  
Telephone: 407-423-7656  
Bar #0212849

B. This Association does not contemplate pecuniary gain or profit to the members thereof, and the sole purpose for which it is formed is to provide for the construction, maintenance and preservation of a surface water and stormwater drainage system (the "System") and for the maintenance, repair and landscaping of certain areas (the "Maintenance Areas"), all for the real property which is subject to the Declaration (hereinafter referred to as the "Property", which term shall also include all other real property which may be submitted by the Declarant under the terms and conditions of the Declaration), which is to be located on the Common Area (as defined in the Declaration). In furtherance of this purpose, the Association shall have the power to:

1. 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, said Declaration being incorporated herein as if set forth at length;

2. fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; to pay, all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license, insurance, taxes or governmental charges levied or imposed against the Common Area and/or Association;

3. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

4. borrow money, and mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or annex additional Common Area;

6. operate and maintain common property, specifically the surface water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances;

7. levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the common areas, including any surface water or stormwater management system; and to perform such maintenance and operation of the common areas, including any surface water or stormwater management system, including hiring third-party contractors to perform the same; and

8. establish rules and regulations;

9. sue and be sued; and

10. have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Not-For-Profit Corporation Act may now or hereafter have or exercise.

**ARTICLE IV.**  
**MEMBERSHIP AND VOTING RIGHTS**

A. Membership. Every Owner, including the Declarant, of a Lot (as defined in the Declaration), shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association.

B. Voting Rights. The Association shall have two (2) types of voting memberships which are as follows:

TYPE A: Type A Members shall be Owners of Lots. A Type A Member shall be entitled to one (1) vote for each Lot owned.

TYPE B: The Type B Member shall be the Declarant or its designated assigns. The Type B Member shall be entitled to three (3) votes for each vote held by Type A Members, until the earlier of the following dates: (i) December 31, 2020; (ii) the date on which Declarant's right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association is terminated pursuant to the By-laws; or (iii) the date the Type B Member voluntarily relinquishes its voting rights as a Type B Member in a Supplemental Declaration filed in the Public Records of St. Lucie County, Florida. Upon the termination of the Type B membership, the Type B Member shall automatically be deemed a Type A Member.

C. Suspension of Voting Rights. If any assessments and fees, or fines or any portions thereof imposed upon a Member, remain unpaid for ninety (90) days after the date due and payable, such Members' voting rights in the Association shall be automatically suspended until such time as such charges are paid in full, along with any interest and penalties assessed thereon.

**ARTICLE V.**  
**DIRECTORS**

A. The affairs and property of the Association shall be managed and administered by a Board of Directors ("Board"), who need not be members of the Association. The number of directors shall be not less than one (1) nor more than five (5) directors. Initially, the Board shall consist of one (1) director, with the number in subsequent years to be determined by the Board of Directors as provided in the By-Laws of the Association.

B. All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees subject only to approval by the members, and/or the Declarant, when such approval is specifically required by the Declaration, these Articles or the By-Laws.

C. Initially, the Declarant shall have the right to appoint the Directors as provided in the By-Laws and Declaration. When the Declarant's right to appoint the Directors expires as provided in the By-Laws and the Declaration, the Directors shall be elected by the members for one (1) year terms at the annual meeting of the Association in the manner specified in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.

**ARTICLE VI**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

A. The Association shall defend, indemnify and hold harmless any person who is made a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

1. From and against reasonable expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

2. From and against reasonable expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

B. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

C. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

D. Any indemnification under Paragraph A above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in said Paragraph A. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of members of the Association.

E. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after

the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

F. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees, or agents may be entitled under the Association's By-Laws, agreement, vote of members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

G. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

H. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Paragraph A above, whether or not the Association would have the power to indemnify him or her under this Article.

I. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

#### **ARTICLE VII. BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board and may thereafter be altered, amended or rescinded in the manner provided in the By-Laws.

#### **ARTICLE VIII. AMENDMENT OF ARTICLES**

These Articles of Incorporation may be amended by the Association's Board of Directors so long as the Declarant has the authority to appoint the members of the Board of Directors and thereafter by a two-thirds (2/3) vote of the Members present, in person or in proxy, and entitled

to vote at a regular or special meeting of the Members provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

**ARTICLE IX.**  
**DURATION**

The Association shall exist in perpetuity. In the event the Association is dissolved, by whatever means, the surface water or stormwater management system and the right to access the underlying property shall be conveyed to the City of Port St. Lucie. If the City of Port St. Lucie declines to accept dedication of the surface water or stormwater management systems, then such system shall be conveyed to a non-profit corporation.

**ARTICLE X.**  
**REGISTERED AGENT**

The street address of the initial registered office of this Association is One Independent Drive, Suite 1300, Jacksonville, Florida 32202, and the name of the initial registered agent of this Association at that address is F&L Corp. The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these articles of incorporation.

**ARTICLE XI.**  
**INCORPORATOR**

The name and address of the incorporator to these Articles of Incorporation is:

R. Duke Woodson  
Foley & Lardner LLP  
111 N. Orange Avenue  
Suite 1800  
Orlando, Florida 32801



**BY INITIAL REGISTERED AGENT**

THE UNDERSIGNED, having been named in Article IX of the foregoing Articles of Incorporation as initial Registered Agent at the office designated therein, hereby accepts such appointment and agrees to act in such capacity. The undersigned hereby states that it is familiar with, and hereby accepts, the obligations set forth in Section 607.0505, Florida Statutes, and the undersigned will further comply with any other provisions of law made applicable to it as Registered Agent of the corporation.

DATED, this 2nd day of August, 2004.

REGISTERED AGENT:

F&L CORP.

a Wisconsin corporation

By: 

John A. Sanders,

As Agent and Authorized Signatory

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ALLAHASSEE FLORIDA

# EXHIBIT "A"

## PARCEL 1

Being a Tract of land lying in Section 14, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 14; thence South 00 degrees 01 minutes 29 seconds West, along the East line of said Section 14, a distance of 135.11 feet, to the intersection with a line 135.00 feet South of, as measured at right angles, the North line of said Section 14; thence South 87 degrees 39 minutes 47 seconds West, parallel with the said North line of Section 14, a distance of 40.03 feet to the intersection with a line 40.00 feet West of, as measured at right angles the said East line of Section 14, and being the West right of way line of Rosser Boulevard, and the POINT OF BEGINING of the following described Parcel:

Thence continue South 87 degrees 39 minutes 47 seconds West, along lastly said line, a distance of 2,160.28 feet; thence South 42 degrees 39 minutes 47 seconds West a distance of 35.36 feet; thence South 02 degrees 20 minutes 13 seconds East a distance of 185.00 feet; thence South 02 degrees 14 minutes 13 seconds West a distance of 124.08 feet; thence South 00 degrees 21 minutes 33 seconds East a distance of 359.70 feet to the beginning of a curve concave to the West having a radius of 800.00 feet; thence Southerly along the arc of said curve a distance of 536.90 feet through a central angle of 38 degrees 27 minutes 10 seconds; thence South 38 degrees 05 minutes 37 seconds West a distance of 194.62 feet to the beginning of a curve concave to the Southeast having a radius of 450.00 feet; thence Southwesterly along the arc of said curve a distance of 117.07 feet through a central angle of 14 degrees 54 minutes 19 seconds; thence South 23 degrees 11 minutes 17 seconds West a distance of 582.56 feet to the beginning of a curve concave to the East having a radius of 25.00 feet; thence Southerly along the arc of said curve a distance of 19.63 feet through a central angle of 44 degrees 59 minutes 27 seconds to the point of reverse curvature with a curve concave to the West, having a radius of 78.33 feet; thence Southerly along the arc of said curve a distance of 18.43 feet, through a central angle of 13 degrees 28 minutes 59 seconds to the point of reverse curvature with a curve concave to the Northeast, having a radius of 25.00 feet; thence Southeasterly along the arc of said curve a distance of 25.52 feet, through a central angle of 53 degrees 29 minutes 32 seconds; thence South 66 degrees 48 minutes 43 seconds East a distance of 28.29 feet to the beginning of a curve concave to the North having a radius of 1,053.81 feet; thence Easterly along the arc of said curve a distance of 220.84 feet through a central angle of 12 degrees 00 minutes 26 seconds; thence North 11 degrees 10 minutes 52 seconds East a distance of 115.00 feet to the intersection with a non tangent curve concave to the North, having a radius of 938.81 feet, the chord of which bears South 82 degrees 32 minutes 55 seconds East; thence Easterly along the arc of said curve, a distance of 122.23 feet through a central angle of 07 degrees 27 minutes 34 seconds; thence South 86 degrees 16 minutes 40 seconds East a distance of 614.43 feet to the beginning of a curve concave to the North having a radius of 2,360.00 feet; thence Easterly along the arc of said curve a distance of 273.01 feet through a central angle of 06 degrees 37 minutes 41 seconds; thence North 87 degrees 05 minutes 38 seconds East a distance of 303.07 feet to the beginning of a curve concave to the South having a radius of 940.00 feet; thence Easterly along the arc of said curve a distance of 301.86 feet through a central angle of 18 degrees 23 minutes 57 seconds; thence South 74 degrees 30 minutes 25 seconds East a distance of 422.38 feet; thence South 15 degrees 29 minutes 35 seconds West a distance of 115.00 feet; thence South 74 degrees 30 minutes 25 seconds East a distance of 6.17 feet to the beginning of a curve concave to the North having a radius of 25.00 feet; thence Easterly along the arc of said curve a distance of 27.59 feet through a central angle of 63 degrees 13 minutes 40 seconds to the point of reverse curvature with a curve concave to the South, having a radius of 80.00 feet; thence Easterly along the arc of said curve a distance of

131.39 feet, through a central angle of 94 degrees 06 minutes 04 seconds to the point of reverse curvature with a curve concave to the Northeast, having a radius of 25.00 feet; thence Southeasterly along the arc of said curve a distance of 16.31 feet, through a central angle of 37 degrees 22 minutes 47 seconds to the point of compound curvature with a curve concave to the North, having a radius of 1,240.00 feet; thence Easterly along the arc of said curve, a distance of 193.96 feet through a central angle of 08 degrees 57 minutes 44 seconds; thence South 89 degrees 58 minutes 31 seconds East a distance of 137.03 feet; thence North 00 degrees 01 minutes 29 seconds East, a distance of 2,404.57 feet to the POINT OF BEGINNING.

#### PARCEL II

Being a Tract of land lying in Section 14, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 14; thence South 00 degrees 01 minutes 29 seconds West, along the East line of said Section 14, a distance of 135.11 feet, to the intersection with a line 135.00 feet South of, as measured at right angles, the North line of said Section 14; thence South 87 degrees 39 minutes 47 seconds West, parallel with the said North line of Section 14, a distance of 2,370.31 feet to the POINT OF BEGINNING of the following described parcel; thence continue South 87 degrees 39 minutes 47 seconds West, along lastly said line, a distance of 263.21 feet; thence South 00 degrees 21 minutes 33 seconds East a distance of 1,198.55 feet; thence South 35 degrees 55 minutes 46 seconds East a distance of 74.32 feet; thence North 38 degrees 05 minutes 37 seconds East a distance of 184.20 feet to the beginning of a curve concave to the West having a radius of 700.00 feet; thence Northerly along the arc of said curve a distance of 469.79 feet through a central angle of 38 degrees 27 minutes 10 seconds; thence North 00 degrees 21 minutes 33 seconds West a distance of 354.93 feet; thence North 06 degrees 54 minutes 39 seconds West a distance of 125.40 feet; thence North 02 degrees 20 minutes 13 seconds West a distance of 185.00 feet; thence North 47 degrees 20 minutes 13 seconds West a distance of 35.36 feet to the POINT OF BEGINNING.