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FLORIDA NON-PROFIT CORPORATION

Parkland Commons South Property Owners Association,

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**ARTICLES OF INCORPORATION
OF
PARKLAND COMMONS SOUTH
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 Chapter 617 of the Florida Statutes, I, the undersigned hereby incorporate this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, I do, by these Articles of Incorporation, certify as follows:

**ARTICLE I
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the meanings ascribed to such terms in that certain Declaration of Reciprocal Easements ("Declaration") relating to Parkland Commons South to be recorded in the Public Records of Broward County, Florida (the "County"), unless the context requires otherwise.

**ARTICLE II
NAME**

The name of this corporation shall be the PARKLAND COMMONS SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Association, whose present address is 1803 Briar Creek Boulevard, Safety Harbor, Florida 34695.

**ARTICLE III
PURPOSE**

The purpose for which the Association is organized is to operate, maintain, repair and replace all or any portion of the Common Areas, or cause to be operated, maintained, repaired and replaced in accordance with the terms, provisions and conditions contained in the Declaration and to carry out the covenants and enforce the provisions relative to the Association as set forth in the Declaration and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Association.

**ARTICLE IV
POWERS**

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Declaration or the Bylaws.

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B. The Association shall have all of the powers to be granted to the Association or the Operator, as the case may be, in the Declaration. All provisions of the Declaration and the Bylaws are incorporated into these Articles for the purpose of establishing the Association's powers necessary for it to act as contemplated by the Declaration and the Ordinance.

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

1. To do any acts required or contemplated by it under the Declaration and the Ordinance.
2. To enforce reasonable rules and regulations governing the use of the Common Areas or any portions thereof.
3. To make, levy and collect funds for the payment of Common Area Maintenance Costs (including any management or administrative fees described in the Declaration) in the manner provided in the Declaration, and to use and expend the proceeds of such costs in the exercise of its powers and duties hereunder.
4. To operate, maintain, repair and replace the Common Areas (or cause to be operated, maintained, repaired and replaced) in accordance with the Declaration.
5. To enforce by legal means the obligations of the membership of the Association and the provisions of the Declaration.
6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Common Areas and to enter into any other agreements consistent with the purposes of the Association.
7. To purchase policies of insurance and use the proceeds from such policies, if any, to effectuate its purposes and to purchase fidelity bonds.
8. To enter into the Declaration and any amendments thereto and instruments referred to therein.
9. 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 or the Operator, as the case may be, obligations as set forth in the Declaration.
10. To 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 to the terms and provisions of the Declaration.

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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. Membership. There shall be three (3) Members of the Association which are comprised of the Outparcel Owners.

B. Until such time as the first deed of conveyance of an Outparcel from Declarant to an Outparcel Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast all votes on all matters requiring a vote of the membership.

C. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Outparcels until each such Outparcel is conveyed to another Outparcel Owner, and thereupon and thereafter each and every Outparcel Owner, including Declarant as to Outparcels owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

D. Membership in the Association for Outparcel Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to an Outparcel as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to an Outparcel is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Outparcel shall not be a Member unless or until such Outparcel Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association. Failure by an Outparcel Owner to deliver a true copy of a deed or other instrument of acquisition of title to the Association shall not relieve such Outparcel Owner from its obligations under the Declaration.

E. Declarant shall be a Member of the Association until it no longer owns any portion of an Outparcel. Membership of Owners other than Declarant shall be established as follows:

1. Every individual or entity who is a record Owner of an Outparcel other than Declarant shall become a Member effective as of the date determined pursuant to Paragraph 1.2 of the Declaration.

F. The Association shall have two (2) classes of voting membership ("Class Members"):

1. "Class A Members" shall be all Members, with the exception of Declarant, and each Class A Member shall be entitled to one (1) vote for each Outparcel owned by a Class A Member.

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2. "Class B Member" shall be Declarant and any single successor or assign of Declarant which takes title to any part of an Outparcel for the purpose of development and sale, and which is designated as such in a recorded instrument executed by Declarant. The Class B Member shall be entitled to three (3) times the votes of each Class A Member plus one (1) and to appoint the First Board (hereinafter defined). Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

(i) At such time as Declarant, in its discretion, shall designate in writing to the Association; or

(ii) When Declarant shall no longer own any interest in an Outparcel.

G. No Member may assign, hypothecate or transfer in any manner its membership in the Association except as an appurtenance to its Outparcel.

H. After the Turnover Date, each Member shall be entitled to one (1) vote.

I. A quorum of Members shall be attained by the presence either in person or by proxy, of persons entitled to cast two-thirds of the votes of Members.

ARTICLE VI TERM

The term for which the 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 owners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved corporation and its properties in the place and stead of the dissolved corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved corporation and its properties.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: Mark F. Grant, 200 East Broward Boulevard, Suite 1500, Fort Lauderdale, Florida 33301.

ARTICLE VIII OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one or more Vice President(s), a Secretary and a Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

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B. 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 Directors, 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 offices of President and a Vice President shall not be held by the same person, nor shall the offices 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:

President	Charles H. Monroe III
Vice President	Ira Waitz
Secretary/Treasurer	Ira Waitz

ARTICLE X BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("First Board") who are to serve until the Turnover Date, which number shall not increase subsequent to the Turnover Date. Declarant is entitled to appoint the members of the First Board.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Charles H. Monroe III	1803 Briar Creek Boulevard Safety Harbor, Florida 34695
Ira Waitz	1803 Briar Creek Boulevard Safety Harbor, Florida 34695
Chad Monroe	1803 Briar Creek Boulevard Safety Harbor, Florida 34695

Declarant reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Association until the Turnover Date. Upon the Turnover Date, Declarant shall cause all of the members of the First Board to resign, whereupon the Members shall elect or appoint Directors. Each Member shall be entitled to elect or appoint one (1) Director. Directors may only be removed by the Member who elected or appointed him, which is

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also the only Member that can elect or appoint his replacement or fill a vacancy should such Director cease to serve as a Director. After the Turnover Date, the Board so selected pursuant to this Paragraph C shall serve a term of one year and until the annual meeting of Members following the expiration of the one year term whereupon a new Board shall be elected in the manner provided herein and as set forth in the Bylaws.

ARTICLE XI INDEMNIFICATION AND LIMITED LIABILITY

A. Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon by him or her in connection with any proceeding, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or officer may be entitled by common or statutory law.

B. The Association, the Board of Directors, Declarant and any member, agent, or employee of any of the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded as set forth therein. 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

A. These Articles may be amended only as follows:

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 Members, which may either be 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.

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(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 of Members.

(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: (i) the affirmative vote of the Members entitled to cast a majority of the votes of the Members of the Association; and (ii) the affirmative vote of a majority of the members of the Board.

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

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration or any amendments or Supplements thereto.

C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Declaration is recorded, a certified copy of each amendment or the Articles as restated to include such amendment shall be recorded amongst the Public Records of the County.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Declarant, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by Declarant; or (ii) any institutional mortgagee described in the Declaration without the prior written consent of such institutional mortgagee.

ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1803 Briar Creek Boulevard, Safety Harbor, Florida 34695 and the initial registered agent for the Association at that address shall be Kalina Sarmov, Esq.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 13th day of September, 2005.


Mark F. Grant, Incorporator

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The undersigned hereby accepts the designation of Registered Agent of Parkland Commons South Property Owners Association, Inc. 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, Florida Statutes, Chapter 617.


Kalina Sarmov, Esq., Registered Agent

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