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43628



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 498590 10281A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : October 3, 2006

ORDER TIME : 10:09 AM

ORDER NO. : 498590-005

CUSTOMER NO: 10281A

DOMESTIC FILING

NAME: SOUTHWIND COMMERCIAL CENTER  
OWNERS' ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP  
XXX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Harry B. Davis - EXT. 2926

EXAMINER'S INITIALS: \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 4, 2006

CSC

**RESUBMIT**

SUBJECT: SOUTHWIND COMMERCIAL CENTER OWNERS' ASSOCIATION,  
INC.  
Ref. Number: W06000043628

We have received your document for SOUTHWIND COMMERCIAL CENTER OWNERS' ASSOCIATION, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must list the corporation's principal street address and/or a mailing address in the document. A post office box is not acceptable for the principal address.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6995.

Wanda Cunningham  
Document Specialist  
New Filing Section

Letter Number: 206A00058865

**RECEIVED**  
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FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
of  
SOUTHWIND COMMERCIAL CENTER OWNERS' ASSOCIATION, INC.  
(a Florida corporation not for profit)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 OCT -5 AM 9:48

1. NAME

The name of this Association shall be SOUTHWIND COMMERCIAL CENTER OWNERS' ASSOCIATION, INC., with an address of 1406 SE 46<sup>th</sup> Lane Suite #4, Cape Coral, Florida 33904.

2. DEFINITIONS

- 2.1. All terms which are defined in the Declaration and General Protective Covenants for Southwind Commercial Center to be recorded in the Public Records of Lee County, Florida ("Covenants") shall be used herein with the same meanings as defined in said Covenants.
- 2.2. "Owner" shall mean and refer to Persons or entities who are record owners of any fee interest in any Lot located within the Center and are therefore entitled to membership in the Association.
- 2.3. "Association" as used herein shall mean the Southwind Commercial Center Owners' Association, Inc., a Florida corporation not-for-profit, the corporation formed by these Articles, its successors or assigns.
- 2.4. "Developer" shall mean and refer to GREYSTONE PARTNERS I, LLC, a Florida limited liability company, presently having its principal place of business in Cape Coral, Florida, its successors or assigns of any or all of its rights under the Covenants.

3. PURPOSE. The purposes for which this Association is organized are to promote the, health, safety, aesthetic enjoyment and business welfare of the Owners and occupants of the Center, and to operate and maintain and own the Common Areas in accordance with and pursuant to the Covenants, or any amendment thereto, and to fulfill its obligations in accordance with and pursuant to the Covenants together with the infrastructure, as shown on the Plat. The Association is not a condominium association under Chapter 718, Florida Statutes.

4. GENERAL POWERS This Association shall have all of the common law and statutory powers of a Florida corporation not-for-profit, including, without limitation:

- 4.1. All of the powers reasonably necessary to implement its purposes including those set forth herein.
- 4.2. To do all of the acts required to be performed by it in accordance with the Covenants.
- 4.3. To hold funds solely and exclusively for the benefit of the Owners for purposes set forth in these Articles.
- 4.4. To promulgate and enforce By-Laws, Rules, Regulations, and agreements to effectuate the purposes for which the Association is organized and to make, establish and enforce Rules and Regulations governing the use of the Common Areas consistent with the Covenants.
- 4.5. To delegate power or powers where such is deemed in the interest of the Association.

- 4.6. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles and not forbidden by the Laws of the State of Florida.
- 4.7. To make, levy and collect assessments for the purpose of obtaining funds from Owners to pay for the operational expenses of this Association (Operating Expenses), and costs of collection, and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder, and to borrow money for any purpose of the Association.
- 4.8. To charge recipients for services rendered by the Association and users for use of Association property when such is deemed appropriate by the Board of Directors.
- 4.9. To pay taxes and other charges, if any, on or against property owned, leased, licensed or accepted by the Association.
- 4.10. To purchase, maintain, repair, replace and operate the roads and common areas, including, but not limited to, any Common Area to be maintained in a natural state or landscaped, utilized for recreation purposes, utilized for drainage purposes, in accordance with: those governmental regulations which are applicable, the Covenants, and any amendments thereto.
- 4.11. To enforce by legal means the obligations of the Owners, the provisions of the Covenants and the provisions of any amendment.
- 4.12. To contract for professional management (the "Manager," which may be an individual, corporation, partnership or other entity) and to delegate to such Manager certain powers and duties of this Association.
- 4.13. To contract for the services for operation maintenance, security, administration, accounting and other functions to be carried out by the Association, including that maintenance and monitoring required by SFWM, PER, Army Corps and any other governmental or quasi-governmental entity.
- 4.14. To contract with governmental or quasi-governmental entities regarding maintenance and administration, including but not limited to setting up and MSBV for street lighting.
- 4.15. To sue and be sued.
- 4.16. Notwithstanding anything contained herein to the contrary, this Association shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall Owners perform any such activities in the name of the Association.

## 5. BOARD OF DIRECTORS

- 5.1. Authority. A Board of Directors ("Board") initially consisting of three (3) persons shall manage the affairs of the Association.

5.2. Qualifications. Except those Directors appointed by Developer, all Directors must be either members of the Association or principal of a member.

5.3. Elections. Elections of Directors shall be by plurality vote.

5.4. Appointed and Elected Directors.

5.4.1. Developer shall have the right, but not the obligation, to appoint all of the Directors except as provided in this Section. At the second annual meeting of the members, after the recording of the Plat in Lee County Public Records, the Owners other than Developer shall be entitled to elect one director. When Owners other than Southwind Commercial Center own ninety percent of the acreage in the Center the Owners other than Southwind Commercial Center shall be entitled to elect two directors. Developer shall continue to have the right, but not the obligation, to appoint one director as long as Developer owns any property in the Center. The "Turnover Date" referred to in the Declaration shall be the date of the annual meeting of the members which follows the date of conveyance of the last Lot owned by Developer.

5.4.2. In no event can a Director appointed by Developer be removed, except by action of Southwind Commercial Center. Any Director appointed by Southwind Commercial Center shall serve at the pleasure of Developer, and may be removed from office, and a successor Director may be appointed at any time by Developer.

5.5. Term of Office.

5.5.1. At the second Annual Meeting of the Members of the Association after the recording of the Plat:

5.5.1.1. An election for one member of the Board shall be held and the Director so elected shall serve until the third annual meeting after the meeting at which such Director was elected;

5.5.1.2. Developer shall appoint one (1) Director to serve for terms expiring on the second annual meeting after the meeting at which they were appointed and one (1) Director to serve for a term expiring on the first annual meeting after the meeting at which they were appointed.

5.5.2. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time and the term of the Directors so elected and appointed at each annual meeting shall be for two (2) years expiring on the second annual meeting following the annual meeting at which they were elected, and thereafter until their successors are duly elected and qualified or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected them.

5.6. First Board. The names and addresses of the members of the first Board who shall hold office until the first Annual Meeting of the Members to be held in the year after the recording of the Plat, and until their successors are elected or appointed and have qualified, are as follows:

5.6.1. KEVIN LACASSE, 1406 SE 46<sup>th</sup> Lane Suite #4, Cape Coral, Florida 33904

5.6.2. LYNN A. KIRBY, 1406 SE 46<sup>th</sup> Lane Suite #4, Cape Coral, Florida 33904

5.6.3. JOHN R. LOW, 1406 SE 46<sup>th</sup> Lane Suite #4, Cape Coral, Florida 33904

6. MEMBERSHIP

- 6.1. The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:
- 6.1.1. The members of the Association shall be the record owners of any fee interest in any Lot located in Southwind Commercial Center. The Developer shall be a member until no property in Southwind Commercial Center is owned by the Developer.
- 6.1.2. Membership shall be established effective immediately upon becoming a record owner of a Lot, provided, however, that such new member's rights shall not be effective until the new member presents the Association with a recorded copy of the Warranty Deed or other muniment of title conveying the title to the Lot so conveyed and such membership shall pass with title to the Lot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot.
- 6.1.3. Each and every member shall be entitled to the benefits of membership, in the Association, and shall be bound to abide by the provisions of the Governing Documents.

7. OFFICERS

- 7.1. The Officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except that the offices of President and Secretary may not be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.
- 7.2. The names of the Officers who are to manage the affairs of the Association until the first annual meeting of the Board to be held in the year after the recording of the Plat and until their successors are duly elected and qualified are:

Lynn A. Kirby	President
Kevin LaCasse	Vice President
John R. Low	Treasurer & Secretary

8. CORPORATE EXISTENCE The Association shall have perpetual existence.
9. BY-LAWS The Board shall, from time to time, adopt, alter, amend or rescind By-Laws not inconsistent with these Articles and the Covenants. However, the provisions of these Articles shall prevail in any conflict between the provisions of these Articles and the provisions of the By-Laws.
10. AMENDMENT TO ARTICLES OF INCORPORATION

- 10.1. These Articles may be amended in the following manner:
- 10.1.1. The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to a vote of the members at a meeting, regular, special or annual, of the Members of the Association;

- 10.1.2. Notice of the subject matter of the proposed amendment shall be included in the notice to members of any meeting of the members at which such proposed amendment is to be considered;
- 10.1.3. Such proposed amendment must be submitted to and approved by the members at a meeting of the Membership. Approval by the Members must be by a vote of a majority of the votes of all members entitled to vote thereon.
- 10.1.4. Any number of amendments may be submitted to the members and voted upon at one meeting.
- 10.1.5. Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all members and Directors eligible to vote.
- 10.2. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Covenants.
- 10.3. Notwithstanding the foregoing provisions of this Article 10, there shall be no amendment to these Articles which:
  - 10.3.1. shall abridge, amend or alter the rights of Southwind Commercial Center including the right to designate and select the Directors as provided in Article 5 hereof, or the provisions of this Article 10, without the prior written consent therefore by Southwind Commercial Center, nor shall any amendment to these Articles;
  - 10.3.2. make any changes in the qualifications for membership or the voting rights of the members, or make any change that would terminate the Association without approval in writing of the members affected.
- 10.4. An Amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida.

#### 11. INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the Association (and the Directors and/or Officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees, at all trial and appellate levels, reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director, Committee Member or Officer of the Association. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director, whether current or former, affected by such amendment.

#### 12. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

- 12.1. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other Association, partnership, corporation, or other organization



in which one or more of its Directors or Officers are directors or officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

- 12.2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

### 13. DISSOLUTION OF THE ASSOCIATION

- 13.1. In the event of dissolution of the Association, the Common Area and corresponding infrastructure including without limitation, the surface water management system and the right of access thereto shall be conveyed or dedicated to an appropriate agency of local government, or, if not accepted by an appropriate agency of local government, then to a similar non-profit organization or entity to assure continued maintenance and operation.
- 13.2. The Association may be dissolved upon a resolution to that effect being approved by all of the following: (a) three-fourths (3/4) of the Directors of the Board; (b) three-fourths (3/4) of the members; (c) the issuance thereafter of a decree of dissolution by a Circuit Judge as provided by Section 617.05, Florida Statutes, as amended.

### 14. GENDER

- 14.1. Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.


### 15. CONFLICT OF DOCUMENTS

In the event of any conflict between the provisions of these Articles and the provisions of the Covenants, the provisions of the Covenants shall prevail.

### REGISTERED AGENT

LYNN A. KIRBY is hereby designated as the Association's Registered Agent for service of process within the State of Florida at 1406 SE 46<sup>th</sup> Lane Suite #4, Cape Coral, Florida 33904. The Registered Agent's duties shall include without limitation the maintenance of copies of all water management permitting actions for the benefit of the Association.

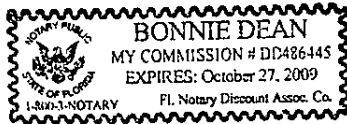
IN WITNESS WHEREOF, we hereby executed these Articles of Incorporation this 19 day of SEPT, 2006

  
\_\_\_\_\_  
LYNN A. KIRBY

STATE OF FLORIDA )  
COUNTY OF LEE )

The Foregoing Articles of Incorporation were acknowledged before me this 19<sup>th</sup> day of Sept, 2006, by Lynn A. Kirby. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)



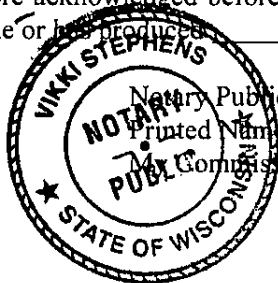
Notary Public: Bonnie Dean  
Printed Name: BONNIE DEAN  
My Commission Expires: 10-27-09

Kirby  
KEVIN LACASSE

STATE OF FLORIDA )  
COUNTY OF LEE )

The Foregoing Articles of Incorporation were acknowledged before me this 22<sup>nd</sup> day of September, 2006, by Kevin LaCasse. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)



Notary Public: Vikki Stephens  
Printed Name: Vikki Stephens  
My Commission Expires: 8/22/07

John R. Low  
JOHN R. LOW

STATE OF FLORIDA )  
COUNTY OF LEE )

The Foregoing Articles of Incorporation were acknowledged before me this 22<sup>nd</sup> day of September, 2006, by John R. Low. He is personally known to me or has produced \_\_\_\_\_ as identification.


(SEAL)



Notary Public: Vikki Stephens  
Printed Name: Vikki Stephens  
My Commission Expires: 8/22/07

**CONSENT OF REGISTERED AGENT**

Lynn A. Kirby hereby consents to his designation as Registered Agent in the foregoing Articles of Incorporation.

  
\_\_\_\_\_  
LYNN A. KIRBY

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