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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 647521 82866A

AUTHORIZATION :

COST LIMIT : \$ 78,75

*[Handwritten signature]*

ORDER DATE : December 7, 2006

ORDER TIME : 9:43 AM

ORDER NO. : 647521-005

CUSTOMER NO: 82866A

DOMESTIC FILING

NAME: SHOPPES AT POINT LAKES  
OWNERS ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP  
       ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight - EXT. 2956

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

**ARTICLES OF INCORPORATION  
OF  
SHOPPES AT PINE LAKES OWNERS ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT**

FILED  
06 DEC -7 AM 11:30  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is SHOPPES AT PINE LAKES OWNERS ASSOCIATION, INC. (the "Association").
2. Principal Office. The initial principal office of the Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801. The name of the Registered Agent of the Association is: Hal A. Airth, Jr.

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 617, Florida Statutes.



Registered Agent's Signature

4. Definitions. A declaration entitled Declaration of Covenants, Conditions, and Restrictions of the Shoppes at Pine Lakes, (the "Declaration") will be recorded in the Public Records of Flagler County, Florida, and shall govern all of the operations of a commercial subdivision to be known as the SHOPPES AT PINE LAKES ("Pine Lakes"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of Association. The Association is formed to:
  - 5.1. Provide for operation, maintenance and preservation of the Common Areas, if any, and improvements thereon.

5.2. Provide for operation, maintenance, management and preservation of the Surface Water or Stormwater Management System (hereinafter defined) in a manner consistent with the St. Johns River Water Management District ("SJWMD") permit no. #4-035-98434-1 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Surface Water or Stormwater Management System shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

5.3. Perform the duties delegated to it in the Declaration.

5.4. Administer the interests of the Association and the Owners.

5.5. Promote the health, safety and welfare of the Owners.

5.6. Collect assessments and other amounts due, if any, to the Association and remit the same to the Association.

6. Not For Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to the following:

7.1. To perform all the duties and obligations of the Association set forth in the Declaration, these Articles, and the Bylaws.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles, and the Bylaws, and the rules, regulations, covenants, restrictions and/or agreements governing or binding the Association and Pine Lakes.

7.3. To fix, levy, and collect adequate assessments against members of the Association for the costs of maintenance and operation of the portion of the Surface Water or Stormwater Management System contained within or affecting the Property, including but not limited to assessments for work within retention areas, drainage structures and drainage easements.

7.4. To fix, levy, collect and enforce payment, by any lawful means, of all assessments payable pursuant to the terms of the Declaration, these Articles, and the Bylaws.

7.5. To pay all Association expenses, including, but not limited to, all licenses, taxes or

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governmental charges levied or imposed against the Common Areas or other property of the Association.

7.6. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas, if any, and the Surface Water or Stormwater Management System) in connection with the functions of the Association except as limited by the Declaration.

7.7. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8. To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

7.9. To participate in mergers and consolidations with other not for profit corporations organized for the same purposes.

7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing the Association, Pine Lakes, the Common Areas, if any, and the Surface Water or Stormwater Management System as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

7.11. To have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.12. To employ personnel and retain independent contractors, if any, to contract for management of the Association, Pine Lakes, and the Common Areas, if any, as provided in the Declaration and to delegate in such contract all or any part of the powers or duties of the Association.

7.13. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Pines Lakes, as provided in the Declaration such as, but not limited to, maintenance, garbage pick-up, and utility services. The Board shall not approve any contract with a contingency payment without the approval of the members.

7.14. To establish committees and delegate certain of its functions to those committees.

7.15. To enter into agreements and/or contracts with SJWMD under which the Association shall perform certain maintenance, management and/or other agreed upon services for SJWMD with respect to the Surface Water or Stormwater Management System.

7.16. To sue and be sued.

7.17. To contract for services to be provided for operation and maintenance of the Surface Water Management System.

7.18. To require all Owners to be members of the Association.

8. Association Lawsuits. The Board shall have no duty to bring any suit against any party and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Voting Rights. Each Owner and Declarant shall be a member of the Association. Owners and Declarant shall have the voting rights set forth in the Declaration.

10. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. The election of Directors shall be initially held on the date Declarant no longer has the ability to appoint Directors and thereafter at the Annual Members Meeting. Directors shall be elected for a term expiring on the date of the next annual meeting.

11. Dissolution. In the event of the dissolution or final liquidation of the Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over Pine Lakes for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, if any, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. Further, in the event of dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with section 40C-42.027 of the Florida Administrative Code, and be approved by the SJWMD prior to such termination, dissolution or liquidation. Said approval from the District shall not be unreasonably withheld or delayed.

12. Duration. 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.

13. Amendments.

13.1. General Restriction on Amendments. Notwithstanding any other provision herein

to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

13.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date (as defined in the Declaration), Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's prior written consent to any proposed amendment. After receiving the Declarant's consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3 %) of the Board or the membership of the Association.

#### 14. Limitations.

14.1. Declaration is Paramount. 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 Declaration.

14.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, affect or modify the rights of Declarant.

14.3. Bylaws. The Articles shall not be amended in a way that conflicts with the Bylaws.

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. Officers shall be appointed/elected as stated in the Bylaws.

16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meeting of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' 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 shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

18. Severability. Invalidation of any of the provisions of these Articles by judgment or court order shall in no way effect any other provision, and the remainder of these Articles shall remain in full force and effect.

IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 6<sup>th</sup> day of December, 2006, for the purpose of forming this corporation not for profit under the Laws of the State of Florida.

By: William D. Drost  
William D. Drost  
500 South Florida Avenue, Suite 700  
Lakeland, Florida 33801

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing Articles of Incorporation were acknowledged before me this 6<sup>th</sup> day of Dec., 2006, by William D. Drost., as incorporator of SHOPPES AT PINE LAKES OWNERS ASSOCIATION, INC. [☒] who is personally known to me or [☐] has produced a Florida driver's license as identification.

Kim M. Calcutt  
Printed Name: \_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_



FILED  
06 DEC -7 AM 11:39  
COUNTY OF STATE  
TALAHASSEE, FLORIDA