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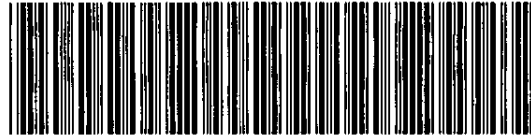
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SECRETARY OF STATE
DIVISION OF CORPORATIONS

Amended/Restated

JUN 25 2015

I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: 41 Commerce Park Owner's Association, Inc. _____

DOCUMENT NUMBER: N07000002233 _____

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Austin J. Dragoo

(Name of Contact Person)

Sheftall & Torres, P.A.

(Firm/ Company)

1 Independent Drive, Suite 3201

(Address)

Jacksonville, FL 32202

(City/ State and Zip Code)

will.barker@svfeeds.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Austin J. Dragoo

904

638-3995

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is Enclosed) |
|---|--|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

SHEFTALL · TORRES
A T T O R N E Y S A T L A W

Austin J. Dragoo, Esq.
ADragoo@sheftalltorres.com
PH: (904) 638-3995

June 15, 2015

via FedEx
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**Re: Amended & Restated Articles of Incorporation of 41 Commerce Park
Owner's Association, Inc. (Document No. N07000002233)**

Dear Sir or Madam:

Attached you will find the Amended & Restated Articles of Incorporation of 41 Commerce Park Owner's Association, Inc. (Document No. N07000002233) and corresponding Registered Agent Certificate to be filed in accordance with Section 617.1006, Florida Statutes. The attached Amended & Restated Articles of Incorporation revoke and supersede the Articles of Incorporation filed March 2, 2007.

I have also enclosed check # 103008 for \$35.00 representing payment in full of all applicable filing fees.

Should you need anything further, please do not hesitate to me at (904) 638-3995 or ADragoo@sheftalltorres.com.

Best regards,



Austin J. Dragoo

Enclosure(s)

AMENDED & RESTATED
ARTICLES OF INCORPORATION
OF
41 COMMERCE PARK OWNER'S ASSOCIATION, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2015 JUN 16 PM 1:00

The undersigned, having received the affirmative vote of the requisite number of Members (as that term is defined below) to amend the Articles of Incorporation hereby adopts these Amended and Restated Articles of Incorporation of 41 Commerce Park Owner's Association, Inc. (the "Association") as of this 12 day of June, 2015 (the "Effective Date"), and certifies as follows:

ARTICLE I
NAME

The name of the corporation shall be 41 COMMERCE PARK OWNER'S ASSOCIATION, INC.

ARTICLE II
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association commenced on March 2, 2007 upon the filing of the Association's original Articles of Incorporation with the Florida Department of State.

ARTICLE III
DEFINITIONS

3.1 "Assessments" shall mean and refer to assessments from time to time levied by the Association for Common Expenses when authorized by the Declaration or by the Board of Directors.

3.2 "Association" shall mean and refer to 41 COMMERCE PARK OWNER'S ASSOCIATION, INC., a Florida Not-for-Profit corporation, its successors or assigns.

3.3 "Board of Directors" shall mean and refer to the Board of Directors elected by the Owners of Lots in 41 Commerce Park and given such duties and powers contained in the Declaration.

3.4 "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors pursuant to the Declaration, the Bylaws, and these Articles.

3.5 "Common Property" shall mean and refer to those tracts of land deeded to the Association and/or designated on the Plat as Common Area Open Space, Landscape Buffers,

Public Utility Easement, Drainage Easement, Easement and Common Area, Wall and Public Utility Easement and Common Area, Surface Water or Stormwater Management Systems and Common Area or similar designations. All Declarant installed walls and fences shall be considered Common Property. The roadways within 41 Commerce Park will be dedicated to the City of Newberry. The term "Common Property" also includes any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying such property.

3.6 "Declarant" shall mean and refer to SELECT COMMUNITIES, INC., a Florida corporation, its successors and assigns, which created the Plat and which has subsequently sold all of the remaining Lots in 41 Commerce Park.

3.7 The "Declaration" shall refer to the Declaration of Covenants, Conditions and Restrictions for 41 Commerce Park as recorded in the Public Records of Alachua County, Florida and as amended from time to time.

3.8 "Drainage System" shall mean and refer to all drainage rights-of-way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones as shown on the Plat, or as otherwise provided for in the development of 41 Commerce Park. The Drainage System, Surface Water or Stormwater Management Systems and all open spaces (as shown on the Plat) will be owned by the Association. "Drainage System" also means a system designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; (ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution; or (iii) otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-1, 40C-40, or 40C-42 of the Florida Administrative Code.

3.9 "Lot" shall mean a Lot as shown on the Plat and the plat for any phase of 41 Commerce Park along with any improvements constructed on the Lot.

3.10 "Owner" shall mean and refer to the record holder, whether one or more persons or entities of fee simple title to a Lot in 41 Commerce Park (other than the Association); but notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to a foreclosure proceeding or a conveyance in lieu of foreclosure.

3.11 "Plat" shall mean the plat filed for record for 41 Commerce Park recorded in the Public Records of Alachua County, Florida.

3.12 "41 Commerce Park" shall mean and refer to the real property described in the Plat, together with such additional property as may be annexed thereon from time to time under the provisions of Article II of the Declaration.

3.13 "Surface Water or Stormwater Management System" means and refers to a system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb,

inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharge from the system.

ARTICLE IV
PRINCIPAL OFFICE; MAILING ADDRESS

The principal office of the Association is located at 617 NE Lancaster Street, Trenton, Florida 32693. The mailing address of the Association is P.O. Box 359, 617 NE Lancaster Street, Trenton, FL 32693.

ARTICLE V
REGISTERED OFFICE AND AGENT

Ronald St. John, Jr., whose address is 4951 NW 170th Street, Trenton, Florida, 32693-7859 is hereby appointed as the registered agent of the Association, and the registered office shall be at said address. Such change was authorized by resolution duly adopted by the Board of Directors or by an officer so authorized by the Board, or the corporation has been notified in writing of the change.

ARTICLE VI
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to provide for, among other things, the management, improvement, maintenance, operation and care of any Common Property, all ditches, retention or detention areas, Drainage System(s), Surface Water or Stormwater Management System(s), common open space easements and preservation or conservation areas, wetlands, and wetland mitigation areas which are controlled by the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles, and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of any Common Property and the Drainage System(s) and Surface Water or Stormwater Management System(s) within its jurisdiction. The Association, and ultimately the Owner of any real property located within the Association, shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System as required by the permit issued by the Suwannee River Water Management District ("District") and other applicable District rules. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the system(s) to provide drainage, water storage, conveyance or other Surface Water or Stormwater Management capabilities as permitted and/or required by the District and local governing agency. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management

System(s) shall be as permitted, or, if modified, as approved by the District and local governing agency.

The Association is further organized for the management, maintenance, operation, and care of real and personal property, which includes, without limitation, the following powers:

- A. To fix and make Assessments and collect the Assessment by any lawful means;
- B. To borrow money as authorized by the Board of Directors for the benefit of the Association;
- C. To use and expend the proceeds of Assessments and borrowings in a manner consistent with the purposes for which the Association is formed;
- D. To review plans and specifications of proposed improvements to determine whether said improvements comply with the Declaration;
- E. To maintain, repair, replace, operate, and care for real and personal property, including, without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface management works, and preservation or conservation areas, wetlands and wetland mitigation areas owned or controlled by the Association or the Owners in common in a manner consistent with the permit issued by Suwannee River Water Management District and the local government jurisdiction and the operation and maintenance plan attached thereto and shall assist in the enforcement of the provisions of the Declaration that relate to the Drainage System(s);
- F. To operate, maintain, and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the Suwannee River Water Management District permit no. ERP 06-0202 and applicable District rules, and shall assist in the enforcement of the Declaration that relate to the Surface Water or Stormwater Management System(s);
- G. To levy and collect adequate Assessments against the Owners of the Association for the costs of the Association for the costs of maintenance and operation of the Surface Water and Stormwater Management System(s) / Drainage System(s);
- H. To purchase and maintain insurance;
- I. To make, amend, impose, and enforce by any reasonable lawful means, rules and regulations for use of the Common Areas, Association property and Lots;
- J. To contract with others for services;
- K. To do and perform anything required by these Articles, the Bylaws, or the Declaration to be done by an Owner, but if not done by an Owner in a timely manner, at the expense of the Owner;

L. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws, and the Declaration;

The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon associations so formed.

ARTICLE VII MEMBERSHIP

Each Owner shall be a Member of the Association. Any person or entity who holds an interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board, elected as provided for in the Bylaws of the Corporation, with an odd number of not less than three (3) nor more than seven (7) directors, all of which must be Members or officers, directors, members, managers, or employees of a Member (if such Member is other than a natural person). The initial Board shall be comprised of three (3) directors. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are as follows:

| <u>Name</u> | <u>Address</u> |
|------------------|--|
| William J. Lloyd | P.O. Box 359 617 NE Lancaster Street Trenton, FL 32693 |
| Donald McElroy | P.O. Box 359 617 NE Lancaster Street Trenton, FL 32693 |
| William Barker | P.O. Box 359 617 NE Lancaster Street Trenton, FL 32693 |

The Members shall elect the directors for terms of two (2) years each, and said directors shall be Members or officers, directors, members, managers, or employees of a Member (if such Member is other than a natural person). In the event that the number of people comprising the

Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

Notwithstanding the other provisions contained in these Articles or the Declaration to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the Directors of the Association, the Declarant shall provide at least thirty (30) days' written notice to the Suwannee River Water Management District and the local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the St. Johns River Water Management District and the local government jurisdiction have been satisfied in full, and that transfer is proposed to occur on a specific date.

This provision, requiring notification of transfer of control of the Association, shall not be subject to amendment or deletion.

ARTICLE IX OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors, or if there are no directors on the Board of Directors, by a majority-in-interest of the Members, at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <u>Office / Title</u> | <u>Name</u> | <u>Address</u> |
|-----------------------|------------------|--|
| President | William J. Lloyd | P.O. Box 359 617 NE Lancaster Street Trenton, FL 32693 |
| Vice President | Donald McElroy | P.O. Box 359 617 NE Lancaster Street Trenton, FL 32693 |
| Secretary / Treasurer | William Barker | P.O. Box 359 617 NE Lancaster Street Trenton, FL 32693 |

ARTICLE X INDEMNIFICATION

10.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon a director or officer in connection with any proceeding (including settlement and appeal), whether civil, criminal, administrative, or investigative, to which a director or officer may be a party or in which a director or officer may become involved by reason of having been a director or officer of the Association; or having served at the Association's request as a director or

officer of any other corporation, whether or not said director or officer is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought. This indemnification shall not apply to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct. In the event of a settlement, the indemnification shall apply only when the Board of Directors 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 all other rights to which such director or officer may be entitled.

10.2 Expenses incurred in defending a suit or proceeding, whether civil, criminal, administrative, or investigative, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that said director or officer is not to be indemnified by the Association as authorized by these Articles of Incorporation.

10.3 The Association shall have the power to purchase, at its expense, and maintain insurance on behalf of any person who is or was a director or officer of the Association, or who is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against a director or officer and incurred by a director or officer in any such capacity; or arising out of a director or officer status as such, whether or not the Association would have the power to indemnify a director or officer against such liability under the provisions of these Articles.

ARTICLE XI
ADOPTION OF BYLAWS; AMENDMENT OF ARTICLES AND BYLAWS;
PROCEDURE FOR AMENDMENT

11.1 Adoption of Bylaws. Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded consistent with these Articles, the Bylaws, and the Declaration.

11.2 Procedure to Amend Articles. Amendments to these Articles of Incorporation shall be made in the following manner:

11.2.1 Resolution. The Board of Directors 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 be either the annual or a special meeting.

11.2.2 Notice. Within the time and in the manner provided in the Bylaws for giving notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.2.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving a majority of votes of all Members entitled to vote thereon.

11.2.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.2.5 Agreement. If all the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, the amendment shall thereby be adopted as though Subsections 11.2.1 through 11.2.3 had been satisfied.

11.2.6 Action without Directors. The Members may amend these Articles without an act of the directors at a meeting for which notice of the changes to be made is given.

11.2.7 Limitations. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made which is in conflict with the Declaration.

11.2.8 Filing. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

11.3 Amendment Requiring District Approval. Anything contained herein to the contrary notwithstanding, amendments to the Articles or Bylaws that directly or indirectly impact operation and maintenance of the Surface Water or Stormwater Management System(s), including, but not limited to, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, preservation or conservation areas, or wetlands and wetland mitigation areas that are owned by the Association or the Owners in common may be made only after approval by the Suwannee River Water Management District and the local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and the local government jurisdiction under the lawfully adopted rules of the Suwannee River Water Management District and the local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws that do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District and the local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval.

ARTICLE XII DISSOLUTION OF ASSOCIATION

Prior to dissolution of the Association, all property, interest in property, whether real, personal, or mixed, that is directly or indirectly related to the Surface Water or Stormwater Management System(s), including, but not limited to all Drainage System(s), Surface Water or Stormwater Management System(s), ditches, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland or wetland mitigation areas that are owned by the Association or controlled by the Association will be dedicated to and accepted for maintenance by an approved entity. Dedication or approval must be

authorized by the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification.

ARTICLE XIII
SUBSCRIBERS

[Omitted as the corporation has previously been formed.]

ARTICLE XIV
NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership, which shall contain a statement that the Association is a corporation not for profit. In addition the Association shall not pay dividends, and no part of any income of the Association shall be distributed to its Members, directors, or officers.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed on this 2nd day of June 2015, and hereby certifies that the foregoing Amendment was voted on, approved, and adopted by the requisite percentage of Owners entitled to vote hereon and in accordance with all requirements and procedures to amend the Articles of Incorporation of 41 Commerce Park Owner's Association, Inc., a Florida not-for-profit corporation.

Signed, Sealed and Delivered in the Presence of:

[Signature]
Printed name: Austin J. Draper

[Signature]
Printed name: William J. Barker

41 COMMERCE PARK OWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
Name: William J. Lloyd
Its: President

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~ Gilchrist

The foregoing instrument was acknowledged, sworn to, and subscribed before me, the undersigned notary public, this 2nd day of June 2015 by William J. Lloyd, as the President of **41 COMMERCE PARK OWNER'S ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known to me or produced [Signature] as identification and who did take an oath.

[Signature]
Notary Public
My Commission Expires: 8/2/2015



REGISTERED AGENT CERTIFICATE

Pursuant to the Florida Not-For-Profit Corporation Act, the following is submitted in compliance with the statute:

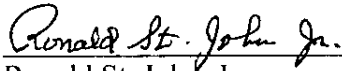
WHEREAS, 41 COMMERCE PARK OWNER'S ASSOCIATION, INC., having been organized under the laws of the State of Florida on March 2, 2007 (Document Number: N07000002233), appointed DAVID M. MILLER as its registered agent with a registered office of 6450 SW Archer Road, Ste. 240, Gainseville, Florida 32608 to accept service of process and perform such other duties as required in the State; and

WHEREAS, David M. Miller, desires to resign as registered agent; and

WHEREAS, through the above Amended and Restated Articles of Incorporation, 41 COMMERCE PARK OWNER'S ASSOCIATION, INC. has appointed RONALD ST. JOHN, JR. as its registered agent with a registered office of 4951 NW 170th Street, Trenton, Florida 32693-7859;

NOW THEREFORE, RONALD ST. JOHN, JR. accepts said appointment as registered agent and states as follows:

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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered office address, I hereby confirm that the corporation has been notified in writing of this change.



Ronald St. John, Jr.

DATED: This 19 day of May 2015.