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MILNER INDUSTRIAL CENTER CONDOMINIUM ASSOCIATION, IN

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**ARTICLES OF INCORPORATION  
OF  
MILNER INDUSTRIAL CENTER  
CONDOMINIUM ASSOCIATION, INC.  
a Florida not-for-profit corporation**

**FILED**  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation.

**ARTICLE I- NAME**

The name of this Corporation shall be MILNER INDUSTRIAL CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, whose present address is 6418 Milner Boulevard, Orlando, FL 32809.

**ARTICLE II- PURPOSE**

The purpose for which the Association is organized is to promote the benefit of the members of the Association and to operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes. The Association is organized and shall exist upon a non-stock basis as a corporation not-for-profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or Officer of the Association.

**ARTICLE III- DEFINITIONS**

The terms used in these Articles and the Bylaws shall have the same definitions as those set forth in the Declaration of Condominium for MILNER INDUSTRIAL CENTER, A CONDOMINIUM, and in the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV- POWERS AND DUTIES**

The Association shall have the following powers and duties:

4.1 All of the common law and statutory powers of a not-for-profit corporation under the laws of the State of Florida that are not in conflict with the provisions of these Articles and the Act, as amended from time to time.

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4.2 To administer, enforce, carry out and perform all of the acts, functions, rights and duties except as limited by the Act, Declaration of Condominium, these Articles and the Bylaws including, but not limited to, the following:

A. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property as may be necessary or convenient in the administration of the Condominium or Association Property, if any.

B. To make and collect Assessments and other charges against members of the Association as Unit Owners to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties.

C. To maintain, repair, replace, reconstruct, add to, and operate the Condominium and other property acquired or leased by the Association for use by its members.

D. To purchase insurance upon the Condominium, and insurance for the protection of the Association, the members of the Board, the officers of the Association and the members, and such other parties as the Association may determine.

E. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units, Common Elements, and other areas within the Condominium or any property owned by the Association, and for the benefit of the Association's members, which power shall include the authority to impose fines for violation of such rules and regulations without Unit Owner approval.

F. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations of the Association.

G. To contract for the management and maintenance of the Condominium and to authorize a management agency or company (which may be the Developer or an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and/or replacement of the Common Elements with funds as shall be made available by the Association for such purposes, as well as exercising such other powers and rights delegated to it by the Association, which powers and rights are vested in the Association by virtue of the Declaration, these Articles, the Bylaws and the Condominium Act. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of the rules, and execution of contracts on behalf of the Association. Any management and any other contracts or leases executed on behalf of the Association shall be terminable by the Association without cause upon thirty (30) days written notice without payment of a termination fee, and the term of any such agreement (except insurance policies) shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

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H. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for the proper operation of the Condominium and/or to contract with others, for the performance of such obligations, services and/or duties. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

I. To pay taxes and assessments which are liens against any part of the Condominium, other than individual Units and the appurtenances thereto, and to assess the same against the Units subject to such liens.

J. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual Units.

K. The Association shall have the power to purchase Units in the Condominium and to hold, lease, mortgage and convey same. The Association shall have the power to own and convey property.

L. To maintain bank accounts on behalf of the Association.

M. To levy fines against Unit Owners and/or tenants for violations of the Declaration, these Articles, the Bylaws and the Rules and Regulations established by the Association to govern the Units in MILNER INDUSTRIAL CENTER, A CONDOMINIUM. The Board shall establish a procedure for the levy of such fines, which procedure shall be adopted as a part of the Rules and Regulations of the Association.

N. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

O. To appoint such committees from the membership of the Association as are deemed appropriate by the Board and to make non-binding recommendations to the Board. In making such appointments, the Board may consider, in its sole discretion, the specific areas of expertise of its membership that may be beneficial to such committees.

4.3 The Association shall have the power to merge or consolidate with other condominium associations and transfer the properties, rights and obligations of the Association to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration, together with the covenants and restrictions established by such other association. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by the Declaration, except as provided in the Declaration.

#### **ARTICLE V- MEMBERS**

5.1 The members of the Association shall consist of all the record owners of Units, even if any such Units are proposed to be built and/or have not yet been completed.

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Membership shall be established as to each Unit upon the recording of a Declaration, or any amendment to a Declaration, submitting the property that included the Unit to the Condominium Form of Ownership. Upon the transfer of ownership of fee title to, or fee interest in, a Unit, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the Condominium is located of the deed or other instruments establishing the acquisition and designating the Unit affected thereby, the new Unit Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Unit Owner as to the Unit designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has received a true copy of the applicable deed or other instrument together with the new owner's mailing address and his local agent (if any) if the new owner resides outside of the State of Florida. Prior to the recording of any Declaration, the incorporator shall be the sole member of the Association.

5.2 The share of each Unit Owner in the funds and assets of the Association, the Common Elements, and the Common Surplus, and any membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that membership is established.

5.3 The Unit Owners, collectively, shall be entitled to vote in Association matters, as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

5.4 The Bylaws shall provide for an annual meeting of the members of the Association and may make provision for regular and special meetings.

#### **ARTICLE VI- TERM OF EXISTENCE**

The Association shall have perpetual existence.

#### **ARTICLE VII-THE BOARD OF DIRECTORS**

7.1 The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) members, nor more than five (5) members, except that as long as the Developer controls the Association, the Board may consist of two (2) members.

7.2 The initial Board named in these Articles shall serve until the first annual meeting of the Board. Members of the Board shall be elected at the annual meeting of the Association in the manner specified in the Bylaws. The members of the Board may be removed as provided in the Bylaws and vacancies on the Board caused by such removal shall be filled in the manner provided by the Bylaws.

7.3 All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors, or employees, subject to approval by the members only when specifically required.

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7.4 The names and addresses of the initial members of the Board, who shall hold office until their successors are appointed or elected, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kimberly J. Shedd	116 Delmar Street Melbourne Beach, FL 32951
Kimberly J. Shedd, Trustee for the benefit of Keith A. Shedd	116 Delmar Street Melbourne Beach, FL 32951
Clifford Randall Shedd	CMR 415 Box 4435 APO AE 09114
Kimberly J. Shedd, Trustee for the benefit of Karl D. Shedd	116 Delmar Street Melbourne Beach, FL 32951

#### ARTICLE VIII- OFFICERS

The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time create by resolution. The officers shall serve at the pleasure of the Board and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Kimberly J. Shedd, Trustee for the benefit of Karl D. Shedd	President	116 Delmar Street Melbourne Beach, FL 32951
Clifford Randall Shedd	Vice President	CMR 415 Box 4435 APO AE 09114
Kimberly J. Shedd	Secretary/Treasurer	116 Delmar Street Melbourne Beach, FL 32951

#### ARTICLE IX- INDEMNIFICATION

9.1 The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or

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matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association. In the event of settlement, the indemnification provided for herein shall be available only when the Board approves such settlement in advance. The termination of any action, suit or proceeding by judgment, order, settlement, conviction of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe his conduct was unlawful.

9.2 To the extent that a director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph 9.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

9.3 Any indemnification under paragraph 9.1 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 member of the Board, officer or committee member is proper under the circumstances because he has met the applicable standard of conduct set forth in paragraph 9.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested members of the Board so directs, by independent legal counsel in written opinion, or (c) by approval of not less than a majority of the members.

9.4 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interest members of the Board in the specific case upon receipt of an undertaking by or on behalf of the officers or members of the Board to repay such amount if it shall ultimately be determined that the officer or member is not entitled to be indemnified by the Association hereunder.

9.5 The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, and Bylaws, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

9.6 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer or committee member of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as

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such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X- BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI- AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

11.1 Prior to the recording of the Declaration of Condominium of Milner Industrial Center, A Condominium in the Public Records of Orange County, Florida, these Articles may be amended by an instrument in writing signed by the President and the Secretary and filed with the Secretary of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles as restated to include such amendments and shall be an exhibit to the Declaration of Condominium upon the recording of such Declaration. This Article XI is intended to comply with Chapter 617, Florida Statutes.

11.2 After the recording of the Declaration of Condominium of Milner Industrial Center, A Condominium in the Public Records of Orange County, Florida, these Articles may be amended in the following manner:

A. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition of the Unit Owners of 2/3<sup>rd</sup> of the Voting Interests (as defined in the Declaration) by instrument, in writing, signed by them.

B. Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

C. Vote Required. Except as otherwise required for by Florida law, these Articles may be amended by vote of a majority of the Voting Interests at any annual or special meeting, provided that notice of any proposed amendment has been given to the members, and that notice contains the full text of the proposed amendment.

D. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Orange County, Florida.



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**ARTICLE XII- INCORPORATOR**



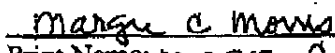
The name and street address of the subscriber to these Articles of Incorporation is:

<u>NAME</u>	<u>ADDRESS</u>
Kimberly J. Shedd	116 Demar Street Melbourne Beach, FL 32951

**ARTICLE XIII- INITIAL REGISTERED  
OFFICE, ADDRESS AND NAME OF REGISTERED AGENT**

The street address of the initial registered office of the Association is **6418 Milner Boulevard, Orlando, FL 32809**. The initial registered agent of the Association at that address is **Kimberly J. Shedd**.


*IN WITNESS WHEREOF*, the Incorporator and the Initial Registered Agent, have executed these Articles on the 3 day of January, 2008.

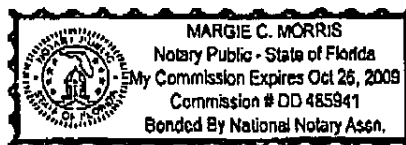
<b>WITNESSES:</b>	
 Print Name: <u>REGINA MARGNELL</u>	 <u>KIMBERLY J. SHEDD</u> , Incorporator
 Print Name: <u>MARGIE C. MORRIS</u>	

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Kimberly J. Shedd to me known to be the person described as the incorporator in and who executed the foregoing Articles of Incorporation, and she acknowledged before me that she subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of January, 2008.

  
**NOTARY PUBLIC**  
 Print name:  
 My Commission Expires:  
 Commission No.:



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**CERTIFICATE DESIGNATING REGISTERED AGENT  
FOR THE SERVICE OF PROCESS IN THIS STATE**

PURSUANT to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Act:

MILNER INDUSTRIAL CENTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation, desiring to organize under the laws of the State of Florida, with its principal office at 6418 MILNER BOULEVARD, ORLANDO, FL 32809, has named KIMBERLY J. SHEDD, located at the above-registered office, as its Registered Agent to accept service of process within this State.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and, agree to comply with the provisions of said Act relative to keeping open said office.

REGISTERED AGENT:

  
KIMBERLY J. SHEDD

Date: January 3, 2008

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TALLAHASSEE, FLORIDA