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FLORIDA PROFIT/NON PROFIT CORPORATION

CENTERVIEW SHOPPING CENTER OWNERS' ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
CENTERVIEW SHOPPING CENTER OWNERS' ASSOCIATION, INC.**

A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges, and files with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not-for-profit under the laws of the State of Florida. Capitalized terms in these Articles shall have the meaning ascribed to such terms in the Declaration (defined below) unless a different meaning is given to such terms in these Articles.

**ARTICLE I
NAME**

The name of this corporation is **CENTERVIEW SHOPPING CENTER OWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit, (hereinafter called the "Association").

**ARTICLE II
OFFICE AND REGISTERED AGENT**

This Association's principal office is 1611 Loralyn Drive, Kissimmee, Florida 34744, and its registered agent and office is James R. Pratt, c/o Graham, Builder, Jones, Pratt & Marks, LLP, 369 N. New York Avenue, Third Floor, Winter Park, Florida 32789. Both this Association's principal office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III
PURPOSE**

This Association does not contemplate pecuniary gain or profit to its Members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all Common Areas and Parcels within that certain tract of property (hereinafter called the "Property") in Osceola County, Florida, being more particularly described in the Declaration (defined below), and any other property brought within the jurisdiction of the Association pursuant to the Declaration.

**ARTICLE IV
POWERS**

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Easements, Covenants, Conditions, and Restrictions for Centerview Shopping Center (hereinafter called the "Declaration") applicable to the

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Property and recorded or to be recorded in the Public Records of Osceola County, Florida and as the same may be amended from time to time as therein provided, including, without limitation, the power to sue and be sued, and the right to appoint members of the Development Review Board, as provided in the Declaration.

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs, subject to limitations, if any, set forth in the Declaration and the By-Laws of the Association.

(c) Service and Maintenance Contracts. Enter into contracts with third parties to provide operation and maintenance services to the Association and the Common Area.

(d) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or Assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of Assessments in the exercise of its powers and duties hereunder.

(e) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property.

(f) Borrowing. Borrow money and, with the approval of two-thirds of the voting interests each class of Members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(g) Dedications. With the affirmative vote of seventy-five percent (75%) of the total voting interests of the Members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five percent (75%) of the voting interests of the Members determine.

(h) Mergers. With the approval of seventy-five percent (75%) of the voting interests of the Members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

(i) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Parcels, Common Area, and any Association property consistent with the rights and duties established by the Declaration and these Articles, and to establish penalties for the infraction thereof, including, but not limited to, the right to suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, as provided for in the Declaration.

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When more than one Member holds title to a Parcel, they may collectively exercise only the total voting interest for that Parcel, and the voting interest for such Parcel shall be exercised as set forth in the Bylaws.

Class B. The Class B Member shall be the Declarant. The voting interest of the Class B Member shall be three (3) votes for each acre of land allocated on the Site Plan to its Parcels (rounded to the nearest tenth [1/10] of an acre). The Class B membership shall cease and terminate and be converted to Class "A" membership at the election of the Declarant evidenced by a written. Notwithstanding anything herein to the contrary, so long as Declarant holds any Parcel of any size for sale in the ordinary course of Declarant's business, Declarant shall be entitled to appoint one member of the Board of Directors of the Association. Such right shall be in addition to the Declarant's right to casts its votes for the election of other Board members.

When reference is made herein, or in these Articles, Bylaws, the Declaration, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the total voting interests of the Members (per Parcel) and not of the individual Members themselves. Notwithstanding anything herein to the contrary, so long as Developer holds any Parcel of any size for sale in the ordinary course of Developer's business, Developer shall be entitled to appoint one member of the Board of Directors of the Association. Such right shall be in addition to the Developer's right to casts its votes for the election of other Board members.

ARTICLE VII BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three (3) Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be an odd number of three (3) or more but not to exceed five (5). The Directors named below (Initial Directors) shall serve until this Association's first annual meeting, the date for which shall be set by the Initial Directors. The term of office for all Directors, with the exception of the Initial Directors, is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each Member may cast as many votes for each vacancy as such Member has; and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be Association Members. Other provisions pertaining to the nomination, election, voting and the noticing and scheduling of meetings for the election of Directors are set forth in this Association's Bylaws.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

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Iris Larson
1611 Loralyn Drive
Kissimmee, Florida 34744

Randy Larson
2101 Old Hickory Tree Road
St. Cloud, FL 34772

Gary Larson
4345 North Stafford
Provo, UT 84604

Section 3. Every Director shall be indemnified by this Association against all expenses and liabilities, including attorney fees (at all trial and appellate levels) reasonably incurred by, asserted against, or imposed upon him in connection with any proceeding, litigation, or settlement in which he may become involved by reason of his being or having been a Director of this Association, or arising in connection with the performance of his duties as a Director. The foregoing provisions for indemnification shall apply whether or not he is a Director at the time such expenses are incurred. Notwithstanding the above, in instances where a Director admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, or of any involving criminal liability, 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 rights of indemnification to which a Director may be entitled whether by statute or common law.

ARTICLE VIII INCORPORATOR

The name and address of the incorporator is:

James R. Pratt
369 N. New York Avenue, Third Floor
Winter Park, Florida 32789

ARTICLE IX DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than seventy-five percent (75%) of the voting interests of the Members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, or termination of the Declaration, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be

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granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit of any Member or other private individual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE X 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 exist in perpetuity unless otherwise terminated or dissolved as provided herein.

ARTICLE XI BY-LAWS

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of seventy-five percent (75%) the voting interests of the Members, except as to those provisions for amendment to the By-Laws which are provided in the Declaration or any supplemental declaration, in which case those provisions shall control such amendments.

ARTICLE XII AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of two-thirds (2/3) of the voting interests of the Members, except as to those provisions also contained in the By-Laws, or that are provided for in the Declaration, in which case the voting requirements for amendments as set forth in the Declaration shall prevail over the voting requirements for amendments as set forth in the Articles and Bylaws with respect to such common provisions, and the voting requirements for amendments as set forth in these Articles shall prevail over the Bylaws with respect to the common provisions.

ARTICLE XIII INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. By subscribing and filing these Articles, the incorporators

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING
THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED.**

CENTERVIEW SHOPPING CENTER OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 1611 Loralyn Drive, Kissimmee, Florida 34744, has named James R. Pratt, c/o Graham, Builder, Jones, Pratt & Marks, LLP, 369 North New York Avenue, Third Floor, Winter Park, Florida 32789, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including, without limitation, the duties and obligations imposed by Section 6107.0503, Florida Statutes, relative to the proper and complete performance of my duties.


James R. Pratt

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AND
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