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FLORIDA PROFIT/NON PROFIT CORPORATION

Lincoln International Corporate Park Property Owners Association Inc.

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**ARTICLES OF INCORPORATION
FOR
LINCOLN INTERNATIONAL CORPORATE PARK
PROPERTY OWNERS ASSOCIATION, INC.**

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, adopts the following Articles of Incorporation:

**ARTICLE 1.
NAME**

The name of the corporation shall be LINCOLN INTERNATIONAL CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC. The corporation is referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE 2.
OFFICE**

The principal office and mailing address of the Association shall be c/o PPF Lincoln ICP, LLC, 300 South Orange Avenue, Suite 1575, Orlando, Florida 32801 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3.
PURPOSE**

The objects and purposes of the Association are set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Lincoln International Corporate Park recorded (or to be recorded) in the Public Records of Orange County, Florida, as amended and/or supplemented from time to time (the "Declaration"). Additional objects and purposes of the Association are to preserve the values and amenities in the Project and to maintain, repair and replace the Common Area for the benefit of the Owners who become Members of the Association.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth in these Articles and in accordance with applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association may inure to the benefit of any individual Member or any other person. The Association may however, reimburse its Members for the actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by applicable provisions of the Code and federal and state law.

**ARTICLE 4.
DEFINITIONS**

Unless otherwise provided in these Articles, the capitalized terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration.

**ARTICLE 5.
POWERS**

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (Chapter 617, Florida Statutes) (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Common Area pursuant to the Declaration and as more particularly described in the Bylaws, as amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the Assessments and other charges in connection with exercising the powers and duties of the Association.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Area may not be mortgaged without the prior approval of Members holding three-fifths (3/5) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding three-fifths (3/5) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Area and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Area and insurance for the protection of the Association, its officers, directors and representatives.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Area; provided however, all proposed rules and regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being approved on behalf of the Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Area and applicable law.

(g) To contract for the management and maintenance of the Common Area and to authorize a management agent (which may be 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 replacement of the Common Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however,

retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Area.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters that affect more than just one (1) Lot, and each Owner, by acceptance of the deed to such Owner's Lot, and each Mortgagee of an Owner, by acceptance of a lien on the Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain and manage the Stormwater Drainage System in a manner which is consistent with all applicable government permits and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Drainage System.

(k) The Association shall levy and collect appropriate assessments against members of the Association for the cost of maintenance and operation of the Stormwater Drainage System.

(l) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi governmental entities to provide services to or for the Association or the Members.

(m) To sue and be sued.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by a majority of the Board of Directors, provided however, the Board of Directors may not act on behalf of the Association to amend the Declaration or terminate the Association or the Declaration.

5.4 Property of the Association. All funds and the title to all properties acquired by the Association and proceeds derived from such properties shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, Articles and Bylaws.

5.5 Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, Bylaws and applicable laws, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration, Articles and Bylaws.

**ARTICLE 6.
MEMBERS**

6.1 Membership. The Members of the Association shall consist of all of the record title owners of Lots within the Project from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lots.

6.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

6.3 Voting. Except as otherwise provided herein, each Owner shall be entitled to one vote in the Association for each Lot owned. Notwithstanding the foregoing, until such date that the then Declarant no longer holds title to any Lot ("Turnover"), it shall be deemed to hold votes in a number equivalent to twice the number of votes held by all other Owners. Any reference herein to the "voting power" or "votes of Owners" or similar phrases means the voting power of the Members as determined in accordance with this Section 6.3.

(a) Voting.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

(b) Appointment / Election of Board of Directors.

Until Turnover, the Declarant shall appoint the Directors in accordance with the provisions set forth in Article 4 of the Bylaws. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Declarant shall transfer control of the Association to Owners by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners to elect Directors and assume control of the Association. Neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

**ARTICLE 7.
INCORPORATOR**

The name and address of the Incorporator of this Association is:

NAME

Stephen Snively

ADDRESS

Holland & Knight, LLP
200 South Orange Ave, Suite 2600
Orlando, Florida 32801

**ARTICLE 8.
TERMS OF EXISTENCE**

The existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may only be terminated by the approval of the Members holding not less than two thirds (2/3rds) of the aggregate votes of the Owners; provided however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or Stormwater Drainage System must be transferred to and accepted by an entity which would comply with applicable governmental requirements prior to such termination, dissolution or liquidation, and if a the local government declines to accept the responsibility for the operation and maintenance of the surface water or Stormwater Drainage System, such responsibility shall be transferred to a non-profit corporation.

**ARTICLE 9.
OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

**ARTICLE 10.
DIRECTORS**

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, Declaration, Articles and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 Term of Developer's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements. The replacements shall hold office for the periods described in the Bylaws.

10.5 Standards. A Director shall discharge his duties as a director in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interest of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by one or more officers or employees of the Association whom the Director reasonably believes to be competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or an Architectural Review Committee ("ARC") of which the Director is not a member if the Director reasonably believes the ARC merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11. INDEMNIFICATION PROVISIONS

This Association shall indemnify and hold harmless any and all of its directors, officers, employees or agents, or former directors to the fullest extent permitted by law. The indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as provided in these Articles. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE 12. BYLAWS

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

ARTICLE 13. AMENDMENTS

Until Turnover, the Declarant reserves the exclusive right to amend or repeal any of the provisions of these Articles or any amendments hereto without the consent of any Class A Member or institutional Mortgagee, provided that the interests thereof are not materially and

adversely affected thereby. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the approval of a majority of the Board of Directors at a duly noticed Board of Directors meeting at which a quorum of the Board of Directors is present in person or by proxy; provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any institutional Mortgagee shall be required for any amendment to these Articles which affects the rights, priorities, remedies or interest of such institutional Mortgagee. Any amendments to these Articles which affect the rights of any applicable water management district, shall be subject to the approval thereof. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

**ARTICLE 14.
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The name and address of the initial Registered Agent of the Association is:

CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

To the extent required by any applicable water management district, the Registered Agent of the Association shall be responsible for maintaining copies of any applicable water management district permits and permitting actions for the benefit of the Association.

The Incorporator has affixed his signature the day and year set forth below.



Stephen Snively, Incorporator

Dated this 16th day of July, 2009.

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles, in the County of Orange, State of Florida, the Association named in the said articles has named CT Corporation System, whose address is 1200 South Pine Island Road, Plantation, FL 33324, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

By: _____

Name: Madonna Cuddihy
Special Assistant Secretary

DATED this 16th day of July, 2009

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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