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TALLAHASSEE, FLORIDA

FLORIDA PROFIT/NON PROFIT CORPORATION

EAGLE LANDING COMMERCIAL PROPERTY OWNERS ASSOCIATION

Certificate of Status	0
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Page Count	11
Estimated Charge	\$70.00

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ARTICLES OF INCORPORATION OF SECRETARY OF STATE
EAGLE LANDING COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC. TALLAHASSEE, FLORIDA.

The undersigned, acting as Incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation:

ARTICLE I
CORPORATE NAME

The name of this corporation (hereinafter called "Association") is EAGLE LANDING COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II
TERM OF EXISTENCE

The existence of the Association will commence upon the filing of these Articles with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

ARTICLE III
PRINCIPAL OFFICE

The principal office and the mailing address of the Association is located at 1100 5th Avenue South, Suite 210, Naples, Florida 34102.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are (i) to provide for maintenance, preservation, and operation of the Commercial Planned Development site ("CPD"), (together with such other products as Developer may choose to incorporate for development in the future) within that certain real property located in Lee County, Florida, which is known as " Enclaves at Eagle Landing " (the "Development"); and (ii) to promote the health, safety, and welfare of the property owners and occupants within the Development; and such additions thereto as may hereafter be brought within the jurisdiction of the DECLARATION OF COVENANTS, OPERATIONS AND RECIPROCAL EASEMENTS ("CORE") of the CPD, primarily by means of the acquisition, construction, management, maintenance and care of real and personal property which is owned by either the Association or by Owners in common, made available for the common benefit of all members of the Association and is of a nature that tends to enhance the beneficial enjoyment of the development sites of the Owners, or, which is owned privately by an Owner, to the extent that the condition of such property affects the overall attractiveness and desirability of the outparcels or the shopping center site comprising the Development. In the furtherance of such purpose, but without limitation to the powers and authorities of the Association, the Association shall have the following powers:

(a) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the CORE applicable to the Development and recorded in the Office of the Clerk of the Circuit Court, Lee County, Florida, as the same may be amended from time to time as therein provided;

(b) To fix and make assessments against each Outparcel or the Shopping Center Site included in the Development as provided in the CORE and in the Association's By-Laws, and to collect the assessment(s) made in accordance therewith, together with the costs of collection, including a reasonable attorney's fee, and interest thereon from the date due at the maximum rate then allowable by law, from the Owner(s) thereof by any lawful means, including the foreclosure of the lien which the Association has against the Outparcels or Shopping Center Site for the payment of assessments;

(c) To pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, insurance, or governmental charges levied on or imposed against the property of the Association;

(d) To acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(e) Dedicate, sell, or transfer all or any part of the Common Area to any county, municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, approving such dedication, sale or transfer;

(f) To operate and maintain Common Area, specifically including, but not limited to, the Surface Water Management System as permitted by the South Florida Water Management District, including all lakes, retention areas, landscaping, buffer, conservation easements and areas, conveyances, culverts and related appurtenances;

(g) To make, amend, impose and enforce by any lawful means, reasonable rules and regulations with respect to the use of the Common Areas and Association Property;

(h) To sue and be sued;

(i) To contract with others to do and perform any of the functions and obligations of the Association;

(j) To borrow money from such lenders and upon such terms as the Association may deem appropriate and, subject to the consent by vote or written instrument of two-thirds (2/3) of the members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts

incurred, including the right of the Association to make and collect assessments, as security for the repayment thereof;

(k) To use and expend the proceeds of assessments and borrowings to pay the debts and obligations of the Association and otherwise in a manner consistent with the purposes for which this Association is formed;

(l) Following Developer turnover, to review the plans and specifications of proposed improvements intended to be constructed on any Outparcel or Shopping Center Site to determine whether they comply with the terms and provisions of the CORE which have been or will hereafter be recorded among the public records of Lee County, Florida, as the same may from time to time be amended, and, if they comply, approve them, and if they do not comply, disapprove them;

(m) Following Developer turnover, to maintain, repair, replace and operate the areas within the Development intended for the common use and benefit of the Owners, to the extent not maintained by others, including, but without limitation, the lakes, ditches, canals and other water retention and drainage systems, preservation and conservation areas, the streets, curbs, gutters, medians, entryway wall, common sewers and storm sewers and the other common utilities, including common telephone, cable television and electric transmission cables;

(n) To purchase and maintain one or more insurance policies insuring Association property against loss, damage or destruction and insuring the Association against liability to others;

(o) To participate in mergers and consolidations with other non-profit entities organized for the same purposes, or annex additional property or common areas, provided that any merger, consolidation or annexation shall be approved by vote or written instrument of two-thirds (2/3) of the members, except as may be otherwise provided in the CORE.

(p) To do and perform anything required by these Articles, the Bylaws or the CORE to be done by an Owner, but not done timely by the Owner, at the cost and expense of the Owner; and

(q) To do and perform any obligations imposed upon the Association by the CORE and to enforce by any legal means the provisions of these Articles, Bylaws and the CORE. To have and exercise any and all power, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the CORE, and no part of any net earnings of the Association will inure to the benefit of any member. 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 of the powers conferred upon Associations so formed.

ARTICLE V
MEMBERSHIP

Every record Owner of an Outparcel or Shopping Center Site located within the CPD portion of the Development including those lots which have not been constructed but which may be developed under the development plan, shall be a Member of the Association, provided that any such person or entity, including any mortgagee, who holds an interest merely as security for the performance of an obligation shall not be a Member.

ARTICLE VI
VOTING

All votes shall be weighted as provided more particularly in the Association's Bylaws. When more than one person holds an interest in any parcel, all such persons shall be Members. The vote of such parcel shall be exercised as they determine, but in no event shall the vote cast with respect to any such parcel exceed the weighted vote determined for that parcel in accordance with the Association's Bylaws.

ARTICLE VII
BYLAWS AND AMENDMENT TO ARTICLES

The Bylaws will be adopted and may be amended by the Directors or the Members, consistent with these Articles, the Bylaws and the CORE except that those adopted by the Members may only be altered, amended or repealed by the Members. These Articles may be amended by the Board of Directors with the approval of Members entitled to cast two-thirds (2/3) or more of the votes at a meeting. Notwithstanding the foregoing, neither these Articles nor the Bylaws may be amended without the consent and approval of the Developer, as long as the Developer owns an Outparcel or Shopping Center Site lying within the Development and the consent of any lender, if any, and its successors and assigns, which holds a mortgage on all or a portion of any property comprising the Development; provided, however, that notwithstanding anything in this paragraph or elsewhere in these Articles to the contrary, the acquisition by any such lender of any or all of Developer's rights under the CORE (by virtue of assignment, pledge, succession or otherwise) shall not alter, waiver or impair by reason of "merger" or otherwise, any other rights granted to such mortgage holder herein or in any other document (even if such mortgagee holder becomes the Developer). Further, any amendment to the CORE that will affect the surface water management portions of the Development must receive prior approval from South Florida Water Management District.

ARTICLE VIII
DIRECTORS

The affairs of the Association will be managed by a Board of Directors consisting of three (3) members, initially. The number of members constituting the Board of Directors may, from time to time, be increased or decreased by the members, as may be provided in the Bylaws, but shall never be less than three (3).

(a) TERMS OF OFFICE. Directors will generally serve a term of one (1) year each and shall be elected at the annual meeting of the membership. However the members of the board of Directors will serve until their successors are elected and qualify and may be re-elected for additional terms. In the case of a vacancy on the board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new directorship, the vacancy will be filled by the person elected by the remaining Board of Directors and the newly appointed member will serve until the next election of Directors.

(b) ELECTION BY MEMBERS. The board of Directors will be elected by the membership (including the Developer, as an Owner and as a member of the Association). Every Director elected will be either a member of the Association, or, in the case of an entity member, an officer, general partner, manager/managing member, or trustee of that member, as the case may be. The Board of Directors shall, among themselves, elect a Chairman by majority vote.

(c) INITIAL CONTROL BY DEVELOPERS. Notwithstanding the other provisions contained in these Articles to the contrary, Developer will determine the number of Directors (which will not be less than three) and appoint the members of the board of Directors, whether or not such appointees are Owners, until the Developer relinquishes that right.

(d) The names and addresses of the persons who shall serve as Directors until the first election are:

<u>NAME</u>	<u>ADDRESS</u>
TIMOTHY BERG	33 SE 4 th Street, Suite 100 Boca Raton, FL 33432
GARY E. ITTNER	1100 5 th Avenue South, Suite 210 Naples, FL 34102
THOMAS VINCENT	33 SE 4 th Street, Suite 100 Boca Raton, FL 33432

ARTICLE IX OFFICERS

The Association will have a President, a Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other Officers as the Board of Directors may from time to time by resolution create. Two (2) or more offices may be held by the same person, except as may be prohibited by law or in the Association's Bylaws. Officers will be elected by the Board of Directors for a term of one (1) year, at the first meeting of the Board of Directors following each annual meeting of the members, but may be removed with or without cause by the Directors at any time.

The names of the Officers who are to serve until the first election are:

<u>NAME</u>	<u>OFFICE</u>
GARY ITTNER	President/Treasurer
TIMOTHY BERG	Vice-President
THOMAS VINCENT	Secretary

ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Association hereby indemnifies any Director(s) or Officer(s) made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(i) whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association, to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act allowed to have been committed by such person in his or her capacity as Director, Officer, employee or agent of any other corporation, limited liability company, partnership, joint venture, trust or other entity which he served at the request of the Association against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceedings by judgment order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he or she had reasonable grounds for belief that such action was unlawful.

(ii) By or in the right of the Association to procure a judgment in its favor by reason of his or her being or having been a Director or Officer of the corporation or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, limited liability company, partnership, joint venture, trust or other enterprise which he serves at the request of the Association, against the expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite that adjudication of liability but in view of all circumstances of the case such person is

fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he or she had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XI TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, limited liability company, partnership, association or other organization in which one or more of its Directors or Officers are Directors or Officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participated in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the board of Directors or of a committee which authorized the contract or transaction, but shall attempt to abstain from voting on any such matter.

ARTICLE XII DISSOLUTION OF ASSOCIATION

No portion of the net earnings of the Association will inure (upon dissolution of the Association or otherwise) to the benefit of any private person, other than as a direct result of the Association engaging in one or more of the activities which are consistent with and within the scope of its purpose. Subject to the foregoing, upon the dissolution of the Association, all of its assets remaining after adequate provision is made for the payment of its creditors and the costs and expenses of dissolution will be distributed (but only as to the interest owned by the Association in the Development) in the following manner:

(a) SURFACE WATER MANAGEMENT SYSTEM. Property and interests in property, whether real, personal or mixed, which constitutes or is directly or indirectly related to the Surface Water Management System, if any, will be dedicated to the appropriate governmental agency or contributed to a similar non-profit corporation or organization as required by the South Florida Water management District, if any. Such interest shall be limited to use exclusively as a surface water management system. These provisions of this subparagraph

may not be amended without the consent and approval of South Florida Water Management District.

(b) OTHER DEDICATED PROPERTY. Property which constitutes dedicated property on any Plat and which does not constitute or which is neither directly or indirectly related to the Surface Water Management System, will be conveyed or dedicated, together with any corresponding infrastructure, to a similar non-profit organization or entity to assure continued maintenance and operation.

(c) PROPERTY WHICH IS NOT DEDICATED. Property and interests in property, whether real or personal, which do not constitute a portion of the Surface Water Management System and which are not dedicated on any Plat will be distributed in the following manner:

(i) DEVELOPER'S DESIGNEE. To the person, firm, corporation, or other entity designated by the Developer.

(ii) OWNER'S DESIGNEE. If the Developer fails or refuses to make any such designation, then, to the person, firm, corporation, or other entity designated by the largest number of owners entitled to cast votes on matters coming before the membership who actually cast votes.

ARTICLE XIII DECLARATION OF INTENTION

The Incorporator and the Developer intend that the Association be eligible for treatment as a tax-exempt organization described in Section 528 of the Internal Revenue Code, as amended, or in the corresponding provisions of any subsequent legislation ("OWNERS ASSOCIATION").

(a) RESTRICTIONS ON ASSOCIATION'S ACTIVITIES. Notwithstanding any other provision contained in these Articles, the Owners Association may only engage in those activities, matters and things in which Owners Associations so exempt from taxation are permitted to engage.

(b) INTERPRETATION. The Articles of Incorporation of the Association will be construed and interpreted in a manner consistent with the requirements for Owners Associates to be tax-exempt. By way of illustration, Article XII will be construed and interpreted as prohibiting and not otherwise permitting any part of the net earnings of the Association to inure to the benefit of any private person other than as a direct result of the Association engaging in one or more exempt functions, as required by Treasury Regulation §1.528-7.

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ARTICLE XIV
INCORPORATORSECRETARY OF STATE
TALLAHASSEE, FLORIDA

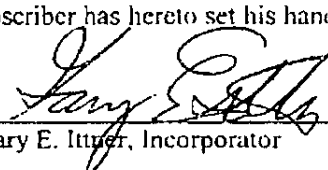
The name and address of the Incorporator of these Articles of Incorporation is as follows:

NAMEADDRESS

GARY E. ITTNER

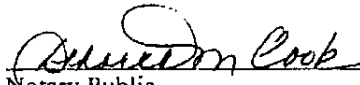
1100 5th Avenue South, Suite 210
Naples, FL 34102ARTICLE XV
REGISTERED AGENT & OFFICE

The name of the Owners Association's initial registered agent and its initial registered office is as follows:

NAMEADDRESSEZON, Inc..
a Florida Corporation1100 5th Avenue South, Suite 210
Naples, FL 34102IN WITNESS WHEREOF, the said subscriber has hereto set his hand and seal this 28th
day of October, 2009.

Gary E. Ittner, IncorporatorSTATE OF FLORIDA
COUNTY OF Lee

Before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared GARY E. ITTNER, to me known to be the person described as Incorporator in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed and subscribed to these Articles of Incorporation.

Witness my hand and official seal in the county and state named above this 28th day of
October, 2009.

Notary Public

Printed Name of Notary Public

Commission Number:
Commission Exp. Date:

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance, with said Act:

First - That EAGLE LANDING COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at City of Naples, County of Collier, State of Florida, has named EZON INC., a Florida Corporation, located at 1100 5th Avenue South, Suite 210, Naples, Florida 34102, as its agent to accept service of process within this state.

ACKNOWLEDGMENTS:

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

EZON INC.,
a Florida Corporation

BY: 

Gary E. Imler, Vice President

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