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Division of Corporations

HILL WARD HENDERSON

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Charlotte Commons Owners Association, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	08
Estimated Charge	\$87.50

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**ARTICLES OF INCORPORATION OF
CHARLOTTE COMMONS OWNERS ASSOCIATION, INC.**

Pursuant to and in accordance with the requirements of Florida Statutes Chapter 617 of the Florida Not For Profit Corporation Act (the "Act"), the undersigned, a resident of Florida, and of full age, for the purpose of forming a corporation not for profit, does hereby certify that:

I. NAME AND ADDRESS

The name of this corporation shall be CHARLOTTE COMMONS OWNERS ASSOCIATION, INC. (sometimes hereinafter referred to as the "Association"). The address of the Association shall be 3629 Madaca Lane, Tampa, Florida 33618, or such other address as the Association may hereafter select.

II. DEFINITIONS

When used herein, the following terms shall have the meanings set forth below:

A. "Articles" shall mean these Articles of Incorporation of the Association, together with all modifications and amendments thereto.

B. "Association" shall mean CHARLOTTE COMMONS OWNERS ASSOCIATION, INC., a not for profit corporation organized under the laws of the State of Florida.

C. "Board" shall mean the duly elected or appointed Board of Directors of the Association.

D. "By-Laws" shall mean the duly adopted By-Laws of the Association, together with all modifications and amendments thereto.

E. "Common Areas" shall mean (i) that portion of or interest in the Property, together with any improvements now or hereafter situated thereon, which are from time to time designated by the Declaration or the Declarant to be for the common use and enjoyment of all or certain Owners and any portion of or interest in the Property (as hereinafter defined) which is transferred, conveyed, dedicated, leased, subleased or licensed to the Association by the Declarant, or which the Association is entitled to utilize pursuant to an agreement with the Declarant. The Common Areas may include, without limitation, the storm water management, treatment and retention system, irrigation lines, pumps and fountains, streets, roadways, boardwalks, sidewalks, pedestrian paths and trails, recreational areas and equipment, lighting fixtures and equipment, utility lines and equipment, common signage, entrance areas, walls, fences, hedges, landscaped areas, lawns, greenbelt areas and conservation areas containing natural bodies of water, vegetation, foliage or fauna. Developer reserves the right to expand,

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reduce, alter or otherwise change such Common Areas from time to time in accordance with the terms and provisions set forth in the Declaration.

F. "Declaration" shall mean the Declaration of Covenants, Restrictions and Easements for Charlotte Commons to be recorded by the Declarant in the public records of Charlotte County, Florida, and all of the conditions, covenants, restrictions, easements, reservations, assessments, liens, standards and criteria set forth therein or adopted pursuant to the Declaration, together with all modifications and amendments thereto.

G. "Developer" or "Declarant" shall mean Charlotte Commons, LLC, a Florida limited liability company, or the successor Declarant determined in accordance with the Declaration.

H. "Director" shall mean a duly elected or appointed member of the Board.

I. "Property" shall mean the "Property" subject to the Declaration.

J. "Member" shall mean any person or entity meeting the criteria and qualifications necessary to become a member of the Association, as set forth herein and in the By-Laws.

K. "Owner" shall mean, as it relates to any Parcel, the person or entity then holding fee simple title to the Parcel. If more than one person or entity holds fee simple title to the Parcel, all such Persons, collectively, jointly and severally, shall be the Owner of the Parcel.

L. "Parcel" shall mean any of the parcels identified on the Site Plan attached as Exhibit B to the Declaration; as such exhibit may be amended.

M. "Person" shall mean and include individuals, partnerships, firms, associations, joint ventures, corporations, limited liability companies, limited liability partnerships, and any other form of legal entity having legal capacity.

N. "Quorum of the Members" shall mean a meeting of the Members at which Members entitled to vote at least fifty percent (50%) of the total number of eligible votes in the Association are in attendance or represented at such meeting by a duly authorized representative of the Member or by proxy.

O. "Charlotte Commons Shopping Center" shall mean all or any portion of the Property.

III. PURPOSES

The general nature, objects and purposes for which the Association has been organized are as follows:

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A. To provide an entity for the furtherance of the interests of the Owners of property within Charlotte Commons Shopping Center.

B. To own, lease, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas in or benefitting Charlotte Commons Shopping Center or any portion thereof (including specifically, the Stormwater management System), and to procure and maintain insurance which the Board determines is necessary or appropriate relating to such Common Areas, and to pay all taxes, assessments and utility charges relating thereto.

C. To provide or provide for such services which the Association may periodically determine are necessary or desirable to further the interests of the Owners of property within Charlotte Commons Shopping Center, together with the capital improvements, equipment and personnel pertaining to the providing of such services.

D. To provide, purchase, lease, acquire, replace, improve, maintain and repair such private and public real property, buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the furtherance of the interests and convenience of the Members of the Association, as the Board in its discretion determines necessary, appropriate, and convenient.

E. To perform all the functions, duties and obligations contemplated of the Association in the Declaration.

F. To operate the Association without profit for the benefit of its Members and Charlotte Commons Shopping Center.

G. To do, perform or provide any other acts, services or matters whatsoever that are not in conflict with these Articles or the By-Laws and that may be allowed by Chapter 617, Florida Statutes or any successor statute thereto.

IV. GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds for the benefit of the Members for purposes set forth in these Articles and in the By-Laws and Declaration.

B. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and to further the interests of the Owners and other Persons, including, without limitation, the promulgation and enforcement of rules and regulations limiting or regulating the hours of use, the entry and exit points and the speed of all types of vehicles traveling upon the private streets, roadways, alleys and other paved areas within the Property.

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C. To establish procedures and policies relating to the governance and operation of the Association and the Common Areas.

D. To enter into contracts with such Persons as the Board deems necessary or appropriate to provide for the administration, operation and/or management of the Association.

E. To delegate power or powers where-such is deemed in the interest of the Association.

F. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, any interest in real or personal property, except to the extent restricted hereby.

G. To own, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas.

H. To enter into, make, perform or carry out contracts and agreements of every kind with any Person.

I. To fix regular or special dues, charges, fees and assessments to be levied upon the Owners of Parcels or other parcels of property in Charlotte Commons Shopping Center and against such Parcels or other property to defray the costs, fees, and capital and non-capital expenditures of the Association and to effectuate the objectives and purposes of the Association, and to fix fines and other charges for the nonpayment of such dues, charges, fees or assessments or for the violation of the Articles, By-Laws, or Declaration, and to authorize the Board, in its discretion, to enter into, perform and carry out contracts or agreements with such Persons as are selected by the Board from time to time to provide for the collection of such dues, charges, fees and assessments.

J. To (i) commence actions, suits or proceedings to restrain, prevent, terminate or enjoin any breach or threatened breach of the Declaration, the Articles or By-Laws of the Association, (ii) enforce, by mandatory injunction or otherwise, the provisions of the Declaration or the Articles or By-Laws of the Association, and (iii) to collect any assessment, fee, dues, fine, charge or other amount due to the Association from any owner of property in Charlotte Commons Shopping Center or any person or entity claiming by or through such owner.

K. To enter into agreements with Persons to provide the following services on behalf of the Association: legal, accounting, engineering, managerial, appraisal, architectural, landscape design and such other services as the Board deems necessary or desirable.

L. To create reserves to provide for the deferred maintenance, renovation, rebuilding, reconstruction, replacement, improvement or alteration of any portion of the Common Areas.

M. To enter upon any Parcel for the purpose of ascertaining whether the Owner thereof is in compliance with the Declaration, these Articles and the By-Laws and to undertake

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such actions as the Association in its discretion determines is necessary or appropriate to insure full, complete and continuing compliance with the Declaration, these Articles and the By-Laws.

N. To separately charge any Owner of property within Charlotte Commons Shopping Center for services rendered by the Association to any such Owner or those claiming by or through any such Owner and to separately charge any user of Association property when such separate charge is deemed appropriate by the Board.

O. To pay taxes, assessments, utilities and other charges, if any, levied or assessed on or against property owned, leased or maintained by the Association.

P. To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Q. To contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company.

R. To require all Owners to be Members.

S. Exist in perpetuity, however if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, that the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

T. To do any and all acts necessary or expedient for carrying on or accomplishing any and all of the purposes for which the Association has been formed and for effectuating all of the powers and objectives set forth in these Articles and in the Declaration which are not forbidden by the laws of the State of Florida.

U. To have, in general, all powers conferred upon a not for profit corporation by the laws of the State of Florida, except, as prohibited herein, which are necessary or convenient to accomplish any of the objects and purposes for which the Association is organized.

V. MEMBERS

A. Each Owner, including Developer, of fee simple title to a Parcel shall automatically become a Member of the Association for so long as such ownership continues. Association membership shall be an interest which is appurtenant to fee simple title of a Parcel and shall not be divisible or transferable separate and apart from ownership of any such Parcel; provided, however, in the event that a copy or memorandum of a lease is recorded which provides that the Person holding the leasehold estate as tenant thereunder shall be treated as the

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Owner under the Declaration, such Person shall be deemed the Owner of the Parcel for the purposes of these Articles; provided further that such designation will not release the Person who would otherwise be the Owner of the Parcel from its obligations under these Articles or the Declaration in the event of a failure of such tenant to comply with the terms of these Articles or the Declaration.

B. The voting rights of Members shall be set forth in the By-Laws.

C. The By-Laws or Declaration may include terms and provisions which permit the Board, in its discretion, to suspend or terminate certain of the rights, interests and privileges of Members under the circumstances described therein.

D. The rights, duties, privileges and obligations of each Member of the Association shall be those set forth herein and in the Declaration and By-Laws, and all such rights, duties, privileges and obligations shall be exercised in accordance with the terms, provisions, covenants, restrictions and conditions set forth herein and in the Declaration and By-Laws of the Association.

VI. BOARD OF DIRECTORS

The affairs of the Association shall be managed and directed by a Board of Directors which shall include at least three (3) Directors. Only individuals may serve as Directors. The By-Laws shall provide (i) the manner in which Directors are to be appointed or elected, (ii) the manner in which vacancies on the Board are to be filled, and (iii) the manner in which Directors may be removed from office.

VII. OFFICERS

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. One (1) person may concurrently hold two (2) or more offices. Officers shall be elected by a majority vote of the Board in accordance with the procedures set forth in the By-Laws. The By-Laws shall provide the manner in which (i) the duties of each officer are to be determined, (ii) officers are to be appointed or elected, (iii) vacancies in any position are to be filled, and (iv) the manner in which officers may be removed from office.

VIII. CORPORATE EXISTENCE

The Association shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida.

IX. DISSOLUTION

The Association may be dissolved upon the affirmative vote of Members holding not less than seventy-five percent (75%) of the total votes of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall

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be dedicated to an appropriate public agency or to any non-profit corporation, association, trust or other organization to be used for purposes similar to those for which this Association was created. 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 management system must be transferred to and accepted by an entity which would comply with Section 40, Florida Administrative Code, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution, or liquidation.

X. BY-LAWS

A. The Board shall adopt By-Laws consistent with these Articles. The Association reserves to the Board the right to modify, amend or rescind the By-Laws from time to time in the manner provided therein.

B. All rights, interests and privileges conferred upon any Member of the Association by these Articles or the By-Laws shall be subject to and subordinate to the reservation set forth above in the paragraph above.

XI. AMENDMENT TO ARTICLES

A. Until the Turnover Date (as defined in the Declaration), the Declarant may, in its sole discretion, alter, modify, amend or supplement these Articles without the need for the consent of the Board or Members. From and after the Turnover Date, these Articles may be altered, modified, amended or supplemented upon the affirmative vote of Members holding not less than seventy-five percent (75%) of the total votes of the Association at a duly convened meeting of the Members; provided, however, that no amendment shall be made that is in conflict with non-waivable Florida law or the Declaration unless the latter is amended to conform to the same.

B. The rights, interests and privileges conferred upon any Member of the Association by these Articles are subject to the right of the Association to alter, amend or rescind these Articles.

XII. REGISTERED OFFICE AND AGENT

The initial registered office of the Association is 101 East Kennedy Boulevard, Suite 3700, Tampa, Florida 33602, and the initial registered agent at that address is Tyler Hill. The registered agent, by executing these Articles, states that he is familiar with and accepts the duties and responsibilities as registered agent for this corporation.

XIII. INCORPORATOR

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

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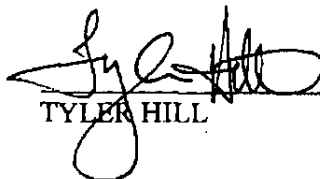
NAME

Tyler Hill

ADDRESS101 East Kennedy Boulevard, Suite 3700
Tampa, Florida 33602

IN WITNESS WHEREOF, the Incorporator has hereto affixed his signature on
December 4, 2009.

INCORPORATOR

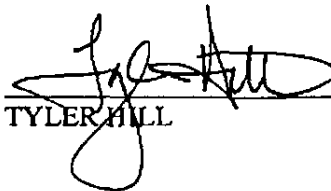

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TALLAHASSEE, FLORIDA

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the Association, hereby accepts appointment as its registered agent and agrees to act in this capacity. I further agrees to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


TYLER HILLSTATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on December 4, 2009, by Tyler Hill, who is personally known to me.


Notary Public

My Commission Expires:



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