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Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION
Gateway Center Association of Altamonte Springs, Inc

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**ARTICLES OF INCORPORATION OF
GATEWAY CENTER ASSOCIATION OF ALTAMONTE SPRINGS, INC.**

Pursuant to Section 617.0202 of the Florida Statutes, this Florida nonprofit corporation adopts the following Articles of Incorporation:

**ARTICLE I
CORPORATE NAME**

The name of the Corporation is Gateway Center Association of Altamonte Springs, Inc.

**ARTICLE II
PRINCIPAL OFFICE**

The initial principal office and mailing address of the Association shall be c/o Crescent Communities, LLC, 100 Technology Parkway, Suite 170, Lake Mary, Florida 32746.

**ARTICLE III
DEFINITIONS**

All capitalized terms used but not otherwise defined in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Protective Covenants and Restrictions for Gateway Center (the "Declaration") recorded at O.R. Book 7149, Page 720, in the Public Records of Seminole County, Florida, unless herein provided to the contrary or unless the context otherwise requires.

**ARTICLE IV
PURPOSE AND POWERS**

This Association does not contemplate pecuniary gain or profit to the Members thereof and shall make no distribution of income to its Members, Directors or Officers. The specific purposes for which it is formed are to provide an entity for the purpose of holding title from time to time to certain Common Areas appurtenant to that subdivision project known as "Gateway Center", located in Seminole County, Florida, and to provide for maintenance and preservation of the Common Area within such property and to promote the health, safety and welfare of the Owners within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

The Association shall have the following powers:

1. To exercise all of the common law and statutory powers of a corporation not for profit organized under the laws of the State of Florida that is not in conflict with the terms of the Declaration, these Articles or the Bylaws of the Association;

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2. 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 Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

3. To own, lease, convey, operate, manage, maintain, repair, improve, rebuild or replace, and alter the Common Areas and any improvements situated thereon in or benefiting Gateway Center or any portion thereof, to pay all taxes, assessments and utility charges relating thereto, and to provide architectural control over the Lots located in the Property situated in Seminole County, Florida which Property is contained within Gateway Center;

4. 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 of Directors in its discretion determines necessary, appropriate and convenient;

5. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association;

6. To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members as Lot Owners;

7. To reconstruct improvements after casualty and make further improvements upon the Property;

8. To enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted pursuant thereto;

9. To employ personnel to perform the services required for proper operation of the Association.

10. To borrow money, and with the assent of two-thirds (2/3) vote of the Members, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

11. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) vote of the Members, agreeing to such dedication, sale or transfer;

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12. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) vote of the Members;

13. To sue and be sued;

14. To enter into, make, perform or carry out contracts and agreements of every kind with any person, including, but not limited to a contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company; and

15. 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.

The foregoing enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto.

ARTICLE V **BOARD OF DIRECTORS**

1. Number and Qualifications. The business and affairs of the Association shall be managed and directed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3) and may be increased or decreased from time to time in accordance with the Bylaws of the Association, but in no event shall there be less than three (3) Directors. Directors need not be Members of the Association.

2. Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles of Incorporation and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Members only when such approval is specifically required.

3. Election; Removal. The initial Directors shall be elected or appointed by the Declarant and AHS described in Section 4 below. All Directors other than the initial Directors shall be elected or appointed in the manner determined by and subject to the qualifications set forth in the Bylaws and the Declaration. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

4. Initial Board of Directors. The following persons shall serve as the initial Board of Directors:

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|---------------------|--|
| Rick McLaughlin | Crescent Communities, LLC 100 Technology Parkway Suite 170 Lake Mary, Florida 32746 |
| Jennifer Sharabba | Crescent Communities, LLC 100 Technology Parkway Suite 170 Lake Mary, Florida 32746 |
| Robert Henderschedt | Adventist Health System 900 Hope Way Altamonte Springs, Florida 32714 |

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected and removed and vacancies filled as provided in the Bylaws.

ARTICLE VII

MEMBERSHIP

Until the Declaration is recorded and a Lot is conveyed by Declarant to another Owner, the initial and sole Member shall be Declarant. Thereafter the Members shall be those parties identified in the Declaration as Members and shall have the voting rights as set forth in the Declaration and the Bylaws. When an Owner transfers title to a Lot, that Owner's membership in the Association shall automatically transfer to the new fee simple owner of the Lot.

ARTICLE VIII

AMENDMENT

Amendments to these Articles of Incorporation shall be made in the following manner:

1. **Proposal.** Notice of the subject matter for a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
2. **Adoption.** The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than one third (1/3) of the Members. The approval must be by not less than a majority of the votes of all the Members represented at a meeting at which a quorum of Members is present. Members may participate in person, by proxy or telephonic or other communication all as more fully set forth in the Bylaws.
3. **Limitation.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in the

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Articles of Incorporation hereof entitled "Purposes and Powers" and "Indemnification," respectively, without the approval in writing of all Members and the joinder of all record owners of mortgages on Lots. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes that would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, or an affiliate of Declarant, unless Declarant shall join in the execution of the amendment.

4. Declarant's Amendment. Declarant may amend these Articles of Incorporation consistent with the provisions of the Declaration allowing certain amendments to be effected solely by Declarant.

5. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Seminole County, Florida.

ARTICLE IX **BYLAWS**

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

ARTICLE X **INCORPORATOR**

The name and address of the incorporator of the Association is John R. Simpson, Jr., 280 W. Canton Avenue, Suite 410, Winter Park, Florida 32789.

ARTICLE XI **INDEMNIFICATION**

The Association shall indemnify any person who was or is a party 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, by reason of the fact that he is or was a director or officer of the Association, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

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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 upon the receipt of an undertaking by or on behalf of the affected director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs and personal representatives of such person. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII
TERM OF EXISTENCE / DISSOLUTION

The existence of the Association shall be perpetual. The Association may be dissolved by a vote of the Members at any regular or special meeting; provided, however, that the proposed dissolution is specifically set forth in the notice of any such meeting, and that so long as Declarant owns at least one Lot, Declarant's prior written consent to the dissolution of the Association must be obtained. Prior to the dissolution of the Association, 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, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the association.

ARTICLE XIII
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is c/o Crescent Communities, LLC, 100 Technology Parkway, Suite 170, Lake Mary, Florida 32746, and the name of the initial registered agent of the Association at said address is Sandra Hayes.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation
on this 10 day of December, 2013



Incorporator

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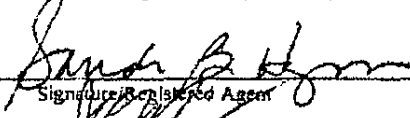
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**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THIS STATE, NAMING AGENT UPON WHICH
PROCESS MAY BE SERVED**

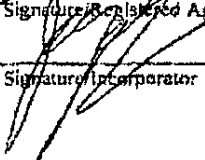
In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida, the association named in the foregoing Articles of Incorporation has named Sandra Hayes, whose address is c/o Crescent Communities, LLC, 100 Technology Parkway, Suite 170, Lake Mary, Florida 32746, as its statutory registered agent.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Signature of Registered Agent



Signature of Incorporator

12/10/13
Date

12/10/13
Date