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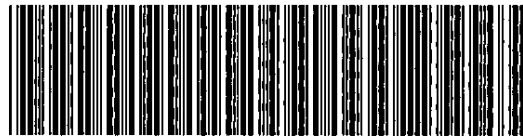
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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** University Commercial Center Maintenance Association, Inc.  
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** Byron Mackay Brown, Atty.  
Name (Printed or typed)

200 South Biscayne Blvd., Sixth Floor  
Address

Miami, Florida 33131  
City, State & Zip

305 960-8992  
Daytime Telephone number

naraujo@orionmiami.com  
E-mail address: (to be used for future annual report notification)

**NOTE:** Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION  
FOR  
UNIVERSITY COMMERCIAL CENTER MAINTENANCE ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation;

**ARTICLE I  
NAME**

The name of the corporation shall be **UNIVERSITY COMMERCIAL CENTER MAINTENANCE ASSOCIATION, INC.** ("UCCMA"). For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws."

**ARTICLE II  
OFFICE**

The principal office and mailing address of the Association shall be c/o Orion Investment and Management Ltd. Corp., 200 South Biscayne Boulevard, Sixth Floor, Miami, Florida 33131, 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 law.

**ARTICLE III  
PURPOSE**

The objectives and purposes of the Association are those objectives and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for University Commercial Center recorded (or to be recorded) in the Public Records of Hillsborough County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objectives and purposes of the Association are:

1. To preserve the values and amenities in the Properties and to maintain the Common Areas thereof for the benefit of the Owners who become Members of the Association.
2. Provide for operation, maintenance and preservation of the Common Areas and improvements thereon.
3. Provide for ownership, operation, maintenance and preservation of the Drainage System.
4. Perform the duties delegated to it in the Declaration.

5. Administer the interests of the Association and the Owners.
6. Promote the health, safety and welfare of the Owners.
7. Collect assessments and other amounts due, if any, to the Association and remit the same to the Association.

#### **ARTICLE IV** **DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declarations, unless herein provided to the contrary, or unless the context otherwise requires. All of the definitions set forth in the Declaration are hereby incorporated herein by this reference.

#### **ARTICLE V** **POWERS**

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

1. General. The Association shall have all of the common-law and statutory powers of corporation not for profit under the Laws of Florida, except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the By-Laws.
2. Enumeration. In addition to the powers set forth in Article V, Section 1 above, the Association shall have all of the powers reasonably necessary to operate the Properties pursuant to the Declaration, these Articles and the By-Laws, as they may be 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 proceeds thereof in the exercise of its powers and duties.
  - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
  - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Areas, and other property acquired or leased by the Association.
  - (d) To purchase insurance upon the Common Areas and insurance for the protection of the Association, its officers, directors and Owners.
  - (e) To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the Common Areas and for the health, comfort, safety and welfare of the Owners,

- (f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Common Areas and applicable law.
- (g) To contract for the management and maintenance of the Common Areas 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 Areas 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 Areas.
- (i) To (i) operate and maintain any surface water management system in accordance with the permit issued by the South Florida Water Management District (the "District" or "SFWMD"), if any, (ii) carry out, maintain, and monitor any required wetland mitigation tasks and (iii) maintain copies of all permitting actions with regard to the SFWMD, if required and otherwise maintain the surface water management system in a manner consistent with customary practices.
- (j) To assume all of Declarant's and its affiliates' responsibilities to the County, the City, and its and their governmental and quasi-governmental subdivisions and similar entities of any kind (such as Federal, State, Regional and governmental entities) with respect to the Common Areas (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City, as same may be amended, modified or interpreted from time to time) and indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.
- (k) To establish committees and delegate certain of its functions to those committees.
- (l) To sue and be sued.
- (m) To contract for services to provide for the operation, maintenance, repair or replacement of the Drainage System and Common Areas if the Association contemplates employing a maintenance company.
- (n) To require all Owners to be Members of the Association.

- (o) To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing the Association, University Commercial Center, the Common Areas, and the Drainage System, as provided in the Declaration and to take any other action necessary for the purposes for which the Association is organized.
  - (p) To have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.
  - (q) To have prepared and file tax returns and other such reports and filings as may be required by law of the Association, and to pay such fees and expenses as may be required to do so, including but not limited to professional fees.
3. Association Property. All funds and the title to all properties acquired by the Association and their Proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.
4. Distribution of Income, Dissolution. Except as permitted by Section 617.0505, Florida Statutes, 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. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration, Articles of Incorporation and By-Laws.

## **ARTICLE VI**

### **MEMBERS**

1. Membership. The Members of the Association shall consist of the Declarant and all of the record title owners of Lots within the Properties from time to time and their successors and assigns.
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.

**ARTICLE VII**  
**VOTING RIGHTS**

1. Each Owner and Declarant shall be a Member of the Association. Owners and Declarant shall have the voting rights set forth in the Declaration and By-Laws, however, the By-Laws shall not be inconsistent with the Declaration.
2. Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

**ARTICLE VIII**  
**INCORPORATOR**

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

**NAME**

**ADDRESS**

B. Mackay Brown

c/o Orion Investment and Management Ltd. Corp.  
200 S. Biscayne Blvd., Sixth Floor  
Miami, Florida 33131-5310

**ARTICLE IX**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence; however, if the Association is dissolved, the control or right of access to the property containing the Drainage System and Common Areas shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Drainage System and Common Areas shall be conveyed to a not for profit corporation similar to the Association.

**ARTICLE X**  
**OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. 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 By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President

Address

Joseph A. Sanz

c/o Orion Investment and Management Ltd. Corp.  
200 S. Biscayne Blvd., Sixth Floor  
Miami, Florida 33131

Vice President

Barry M. Brant

c/o Berkowitz Pollack and Brant  
200 South Biscayne Blvd., Sixth Floor  
Miami, Florida 33131

Secretary/Treasurer

Kevin J. Sanz

c/o Orion Investment and Management Ltd., Corp.  
200 South Biscayne Blvd., Sixth Floor  
Miami, Florida 33131

**ARTICLE XI**  
**DIRECTORS**

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 By-Laws, but which shall consist of not 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 Chapter 617, Florida Statutes, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board or Directors, its agents, contractors or employees, subject only to approval by Lot Owners through their Voting Members when such approval is specifically required.
3. Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
4. Term of Developer's Directors. The Declarant shall appoint the Members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
5. First Directors. The names and addresses of the Members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:



<u>NAME</u>	<u>ADDRESS</u>
<u>Joseph A. Sanz</u>	c/o Orion Invest and Management Ltd. Corp. 200 South Biscayne Blvd., Sixth Floor Miami, Florida 33131
<u>Barry M. Brant</u>	c/o Berkowitz Pollack and Brant 200 South Biscayne Blvd., Sixth Floor Miami, Florida 33131
<u>Kevin J. Sanz</u>	c/o Orion Invest and Management Ltd. Corp. 200 South Biscayne Blvd., Sixth Floor Miami, Florida 33131

6. Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: 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 interests 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 reasonable and 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 a Committee of which the Director is not a member if the Director reasonably believes the Committee 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 XII

### INDEMNIFICATION PROVISIONS

1. Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if said Indemnitee acted in good faith and in a manner he reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any

proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Indemnatee did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
3. Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection Article XII, Section 1 or Section 2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
4. Determination of Applicability. Any indemnification, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Article XII, Section 1 or Section 2. Such determination shall be made:
  - (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
  - (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

- (c) By independent legal counsel:
    - (i) selected by the Board of Directors prescribed in Article XII, Section 4(a) or the committee prescribed in Article XII, Section 4(b); or
    - (ii) if a quorum of the Directors cannot be obtained for Article XII, Section 4(a) and the Committee cannot be designated under Article XII, Section 4(b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
  - (d) By a majority of the voting interests of the Members of the Association who were not parties to such proceeding.
5. Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by Article XII, Section 4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.
  6. Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate,
  7. Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:
    - (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
    - (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.
8. Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
9. Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:
- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under Article XII, Section 3 in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses; or
- (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Article XII, Section 7.
10. Definition. For purposes of this Article XII, Section 10, the term “expenses” shall be deemed to include attorneys’ fees, including those for any appeals; the term “liability” shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term “proceeding” shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term “agent” shall be deemed to include a volunteer; the term “serving at the request of the Association” shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.
11. Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article XII shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

### **ARTICLE XIII**

#### **PRIORITY**

In the event of any conflict between the provisions of the Declaration and the provisions of these Articles or the By-laws, the provisions of the Declaration shall control. In the event of any conflict between the provisions of these Articles and the provisions of the By-laws, the provisions of these Articles shall control.

### **ARTICLE XIV**

#### **AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617.
3. Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, prior to the expiration of the Declarant Control Period, the Declarant may amend these Articles consistent with the provisions of the Declarations allowing certain amendments to be effected by the Declarant. The Declarant's right to amend shall be without the joinder or consent of any person or entity whatsoever. Should the Association desire to amend these Articles prior to the expiration of the Declarant Control Period, the Association shall first obtain Declarant's prior written consent and if the amendment is approved, Declarant shall join in such amendment so consent to same is of Public Record.
4. 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 Hillsborough County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration were recorded which contains, as an exhibit, the initial recording of these Articles.
5. Amendments After the Expiration of the Declarant Control Period. After the expiration of the Declarant Control Period, but subject to the general restrictions on amendments set forth above, these Articles may be amended at an annual or special meeting called for that purpose by the approval of at least eighty percent (80%) of the voting interests of Class A Members, as defined in the Declaration,

present and voting, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

6. Limitations.

- (a) Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.
- (b) Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, affect or modify the rights of Declarant.
- (c) Declaration. These Articles shall not be amended in a manner that conflicts with the Declaration.

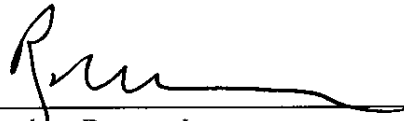
**ARTICLE XV**  
**INITIAL REGISTERED OFFICE:**  
**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 200 S. Biscayne Blvd., Sixth Floor, Miami, Florida 33131-5310, or at other places within or without the State of Florida. The initial registered agent at that address shall be B. Mackay Brown.

**ARTICLE XVI**  
**SEVERABILITY**

Invalidation of any of the provisions of these Articles by judgment or court order shall in no way effect any other provision, and the remainder of these Articles shall remain in full force and effect.

IN WITNESS WHEREOF, the Incorporator has affixed his signature as of the 29<sup>th</sup> day of APRIL, 2014.

  
\_\_\_\_\_  
B. Mackay Brown, Incorporator

STATE OF FLORIDA

)

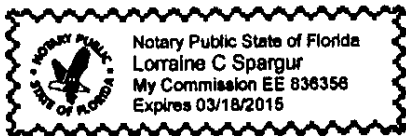
)SS:

COUNTY OF MIAMI-DADE

)

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2014, by B. Mackay Brown, as the Incorporator of **UNIVERSITY COMMERCIAL CENTER MAINTENANCE ASSOCIATION, INC.**, a not for profit corporation, on behalf of the not for profit corporation, and who is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



Notary: Lorraine C. Spargur

Print Name: \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_


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:

First -- that desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Miami Dade, State of Florida, the Association named in the said articles has named B. Mackay Brown, located at 200 Biscayne Blvd., Sixth Floor, Miami, Florida 33131, as its statutory registered agent.

ACKNOWLEDGMENT

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 hereby 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.

  
B. Mackay Brown, Registered Agent

DATED this 29<sup>th</sup> day of Apr, 2014

FILED  
14 MAY -1 AM 7:28  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA