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FLORIDA PROFIT/NON PROFIT CORPORATION

- Cameron Commons Unit Two Property Owners' Association, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
CAMERON COMMONS
UNIT TWO PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida corporation not for profit**

The undersigned executes these Articles of Incorporation for the purpose of forming a corporation not for profit in compliance with the requirements of Chapter 617, Florida Statutes.

ARTICLE I

Corporate Name

The name of the corporation is Cameron Commons Unit Two Property Owners' Association, Inc., hereinafter called the "Association."

ARTICLE II

Address

The street address of the initial principal office and the initial mailing address of the Association shall be 11586 Quail Village Way, Naples, Florida 34117.

ARTICLE III

Registered Agent

R & A Agents, Inc., whose address is Attn: Paul K. Heuerman, Esquire, 850 Park Shore Drive, Suite 300, Naples, Florida 34103, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

Purpose of the Association

The purposes for which the Association is organized are to function and operate as the property owners' association for the commercial development known as Cameron Commons II ("the Property") pursuant to the Declaration of Easements, Covenants, and Restrictions for Cameron Commons II (the "Declaration") recorded or to be recorded in the Public Records of Collier County, Florida as amended from time to time; to operate, maintain, repair and replace the Common Areas as defined in the Declaration including the Surface Water Management System; to exercise all rights and to perform all duties and obligations of the Association as set forth in the Declaration; to promote the health, safety and welfare of the owners of the Property; and to engage in such other lawful activities as may benefit such owners and enhance the value of the Property. All funds of the Association and title to the Common Areas shall be held by the Association for the benefit of the Members of the Association. No part of the income of the Association shall be distributed to the Members, Directors or Officers, however, the Association may reimburse its Directors, Officers and committee members for expenses reasonably incurred in performing services to the Association.

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ARTICLE V

Powers of the Association

The Association shall have all of the common law and statutory powers granted to it under Florida law including all powers set forth in Chapter 617 of the Florida Statutes. The Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, 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 Declaration, as the same may be amended from time to time;

(b) To fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all 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;

(c) To purchase such insurance and bonds as the Board of Directors of the Association deem advisable;

(d) To reconstruct improvements after casualty and make further improvements upon the Property;

(e) To enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant thereto;

(f) To employ personnel to perform the services required for proper operation of the Association;

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

(h) To borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) To grant, modify or move any easement located in the Common Areas according to the terms of the Declaration and to enter into easement and license agreements;

(j) To employ or retain accounts, attorneys, engineers or other personnel;

(k) To employ or retain management companies or personnel to assist in the management of the Association;

(l) To appoint committees as the Board of Directors may deem appropriate;

(m) To establish reasonable rules and regulations which are not inconsistent with the Declaration or these Articles;

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- (n) To bring legal actions or be sued;
- (o) To dedicate, sell or transfer all or any part of the Association property to any public agency, authority, or utility for such purposes and subject to such conditions as may be provided in the Declaration;
- (p) To participate in mergers and consolidations with other corporations not for profit organized for the same purposes or annex additional residential property and common areas;
- (q) To assess Owners and Lots subject to the Declaration and to collect and enforce assessments;
- (r) To provide supplemental municipal services;
- (s) To enter into bulk rate agreements for providing services or utilities to the Lots subject to the Declaration;
- (t) To enter into contracts;
- (u) To own and convey property;
- (v) To contract for services to provide for operation and maintenance services; and
- (w) To operate and maintain Common Areas, including the Cameron Commons II Surface Water Management System as permitted by the SFWMD including all lakes, retention areas, culverts and related appurtenances.

ARTICLE VI

Membership

The qualification for membership in the Association shall be as set forth in the Declaration and shall be regulated by the Bylaws for the Association. All Owners shall be Members of the Association. Membership of the Association shall be composed of all record owners of a fee simple interest in one of the Lots subject to the Declaration.

ARTICLE VII

Voting Rights

Voting rights of each Member shall be as set forth in the Declaration and shall be regulated by the Bylaws.

ARTICLE VIII

Board of Directors

The affairs of the Association shall be managed and governed by a Board of Directors consisting of at least three (3) Directors, who need not be members of the Association. Initially, the Association shall have three (3) Directors. The number of Directors may be changed by amendment of the Bylaws of the Association. The method of election of Directors is stated in the Bylaws, however, Cameron Partners II,

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LLC, a Florida limited liability company, as Declarant under the Declaration shall have the sole right to appoint all of the Directors of the Association until the earlier of: (a) three (3) months after all Lots have been conveyed by Declarant to third parties (other than to a Person that was assigned the rights of the Declarant pursuant to the Declaration); or (b) upon the recording of an instrument in the Public Records of Collier County stating that Declarant has released its right to appoint the members of the Board of Directors. The earlier of the above events is referred to herein as the "Transfer of Control". The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Thomas C. Carollo	11586 Quail Village Way Naples, FL 34117
Karen Carollo	11586 Quail Village Way Naples, FL 34117
MaryJo Pennino	4524 Ferncroft Cir. Tampa, FL 33629

ARTICLE IX

Officers

The affairs of the Association shall be administered by a President, any Vice-President(s), a Secretary, a Treasurer, and such other officers as may be designated from time to time by the Board of Directors. The officers shall be elected or designated by the Board of Directors. The names and addresses of the initial officers who shall serve until their successors are elected or designated by the Board of Directors are as follows:

President	Thomas C. Carollo 11586 Quail Village Way Naples, Florida 34117
Secretary	Thomas C. Carollo 11586 Quail Village Way Naples, Florida 34117
Treasurer	Thomas C. Carollo 11586 Quail Village Way Naples, Florida 34117

ARTICLE X

Indemnification

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, Officer and committee member of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he/she may be a party because of his/her being or having been a Director, Officer or committee member of the Association. The foregoing

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right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- (A) 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.
- (B) A violation of criminal law, unless the Director, Officer or committee member had no reasonable cause to believe his/her action was unlawful or had reasonable cause to believe his/her action was lawful.
- (C) A transaction from which the Director, Officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply if the Association believes that one of the above exceptions to indemnification applies, and thereafter, such an exception is established by a judgment or other final adjudication. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director, Officer or committee member may be entitled.

ARTICLE XI

Dissolution

The Association may be dissolved upon a vote of, or the written consent signed by, all of the Members, provided however, that if any Lot or portion thereof is submitted to the condominium form of ownership, then the vote or written consent may be made by the condominium association without the joinder of all unit owners in the condominium.

ARTICLE XII

Term

The term of the Association shall be perpetual, however, if the Association is dissolved, the property consisting of the Cameron Commons II Surface Water Management System will be conveyed to an appropriate agency of local government acceptable to the SFWMD. If this conveyance is not accepted, then the Cameron Commons II Surface Water Management System will be dedicated to a similar corporation not for profit acceptable to the SFWMD.

ARTICLE XIII

Amendments

Until Transfer of Control (as defined in Article VIII above), amendments to the Articles of Incorporation may be made by the Board of Directors. After Transfer of Control, amendments to the Articles of Incorporation shall require the affirmative vote of Members holding at least two-thirds (2/3rds) of the total voting percentage interest of the Association. Amendments shall be effective upon approval, filing with the Secretary of State and recording in the Public Records of Collier County, Florida. Notwithstanding the foregoing, no provision may revoke, amend or modify any right or privilege of the

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Declarant without the written consent of Declarant or of the SFWMD without the written consent of the SFWMD.

ARTICLE XIV

Incorporator

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

Name

Address

Paul K. Heuerman

c/o Roetzel & Andress, LPA
850 Park Shore Drive, Suite 300
Naples, FL 34103

ARTICLE XV

Interpretation

These Articles of Incorporation shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles of Incorporation or the Bylaws, the following order of priority shall apply: the Declaration, the Articles of Incorporation and the Bylaws. Definitions set forth in the Declaration shall apply to terms used in these Articles.

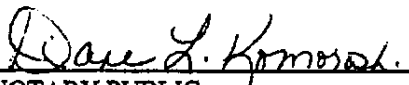
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, as the incorporator of this Association, have executed these Articles of Incorporation this 29th day of August, 2014.


Paul K. Heuerman, Incorporator

STATE OF FLORIDA)
)ss:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 29th day of August, 2014, by Paul K. Heuerman, who (✓) is personally known to me or () has produced a driver's license as identification and did not take an oath.




NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____

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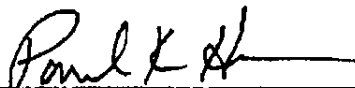
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REGISTERED AGENT ACCEPTANCE

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree 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.

R&A Agents, Inc.



Paul K. Heuerman, Assistant Secretary

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