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**ARTICLES OF INCORPORATION
OF
LAUREL PLAZA PROPERTY OWNER'S ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

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In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

All terms shall have the meanings set forth in the Declaration of Unified Control, Easements, Covenants, Restrictions, Site Development and Assumption Agreement recorded in Official Records Instrument No. 2013107595 the Public Records of Sarasota, Florida ("County") and, that certain Reciprocal Easements and Restrictive Covenants agreements record in Official Records Instrument No. 1999115616 IN the Public Records of Sarasota County, Florida, as amended pursuant to the certain Amendment to Reciprocal Easements and Restrictive Covenants recorded in Official Records Instrument Number 1999151436 of the Public Records of Sarasota County, Florida as further amended pursuant to that certain Second Amendment to Reciprocal Easements and Restrictive Covenants Agreement recorded in Official Records Instrument Number 2013162959, of the Public Records of Sarasota County, Florida (collectively, the "REA"). All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws:

- A. "Articles" means these Articles of Incorporation of the Association.
- B. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against a Lot Owner.
- C. "Association" means Laurel Plaza Property Owner's Association, Inc., a Florida corporation not for profit, responsible for operating Laurel Plaza.
- D. "Board" means the Board of Directors of the Association.
- E. "Bylaws" means the Bylaws of the Association.
- F. "Common Areas" shall mean and refer to:
 - (i) those portions of the Property as may be designated by Declarant from time to time, including, but not limited to (a) all sidewalks, curb cuts, parking lots, drives and roadways shown on the Site Plan and any Improvements thereon; (b) all potable water, sanitary sewer, lift station, and other utility facilities owned by Declarant which benefit the Property that are not dedicated to any public utility or Lot of government; (c) landscaping, including, but not limited to, irrigation facilities, and those portions of the Buffer Areas (as defined in Section 1.14 of the Declaration) located within the Conservation Parcel; (d) the Stormwater Management System (as defined below in Section 1 of the Declaration); (e) driveway and parking lot lighting facilities; (f) the signs labeled as "Monument Sign/Directional Sign" depicted on the Master Sign Plan, located

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within Parcel 1 and Parcel 2, and the lighting facilities and landscaping associated with such signs; and (g) any perimeter wall(s) and/or fence(s); and

(ii) the Drainage Parcel and Conservation Parcel; and

(iii) those areas outside of the Property, whether or not owned by Declarant that are deemed by Declarant to be beneficial to the Property, which shall include, but shall not be limited to (a) those portions of any right-of-ways situated adjacent to the Property; (b) traffic signals benefiting the Property; (c) easements (including the Improvements thereon) for access, stormwater drainage and other utilities, as from time to time, may benefit the Property; (d) bus stop (if required by Sarasota County) along US 41 (Tamiami Trail); (e) those portions of the Stormwater Management System that extend offsite from the Drainage Parcel into the adjacent right-of-way that are not maintained by the County; (f) access roads, driveways, aisles and curbs (but including only the frontage road on the Property), Common Area parking spaces (specifically excluding any parking space located on the Property); and (g) offsite mitigation parcels or areas; and on any other buildable areas; and

(iv) Common Area landscaped areas, preservation areas, retention and detention ponds and drainage lots and facilities, stormwater systems, scrub jay preserve (onsite), wetlands mitigation area (offsite), Common Area lighting, Common Area identification sites and sidewalks to the Property, and the balance of the Property as depicted on the Site Plan; and

(v) all areas of the Property, but excluding any walkways, vertical improvements, buildings of parcel or lot owners.

G. "Common Expenses" shall mean and refer to all costs, expenses, taxes and assessments incurred by Declarant (after completion of the initial infrastructure Improvements for the Property), for:

(i) maintaining, repairing, replacing, monitoring, operating, administering, managing and insuring the Common Areas;

(ii) any charges, impositions, or assessments imposed or otherwise assessed by any public or private utility, any other entity, the County, or any special taxing district or other governmental agency for or against the Common Areas, and/or all of the Property collectively (and not imposed solely upon or for the benefit of any individual Lot or group thereof) whether imposed for capital improvements or maintenance purposes and whether on or off the Property (i.e., for street lighting, reclaimed or any other water irrigation facilities or traffic signalization); and

(iii) any installing or constructing of any Improvement to the Property or Common Areas (which is not for the sole benefit of an individual Lot) which is approved in writing by Declarant and any two (2) Owners (for clarification the foregoing term "Owners" may include Declarant as to each Lot owned by Declarant), and recorded in the Public Records of the County, examples of such Improvements may include, but are not limited to, those for reclaimed or any other water irrigation facilities and traffic signalization.

(iv) maintenance of the roadways, parking spaces, driveways, aisles and curbs, landscaped areas, drainage lines, grounds and other Common Area improvements, the common

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domestic water system (if not dedicated), the common sewer system (if not dedicated), and light fixtures, if any, located on the Property and in the Common Area landscaping.

(v) maintain the parking lot, sweeping, pressure cleaning, stripping, painting and sealing, electrical expenses for Common Area lighting, irrigation, maintenance of Common Area irrigation and lighting components, maintenance of any Common Area signs, maintenance of any Common Area landscaping, Common directional signage located on the Property or outside of the Property, picnic areas, pest control, water and sewer system maintenance (if not dedicated).

(vi) any ad valorem and non-ad valorem taxes, assessments and impositions upon the Conservation Parcel and the Drainage Parcel, Common Area irrigation water costs, costs for Common Area insurance, costs for tools, materials and equipment for maintenance of the Common Areas, security services for the Common Areas (if provided), and other items generally needed to maintain the Common Areas.

(vii) Common Expenses shall include an administrative fee not to exceed fifteen (15%) percent of all Common Expenses (excluding the administrative fee) paid to the Declarant or any assignee of Declarant for administering the maintenance and repair of the Common Areas.

(viii) Common Expenses shall not include any costs incurred by Declarant in obtaining initial development approvals for the development of the Property, or for the initial infrastructure improvements for the Property as shown on the Site Plan.

H. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Property (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Area) over the Common Expenses.

I. "County" means Sarasota County, Florida.

J. "Declaration" means the Declaration of Unified Control, Easements, Covenants, Restrictions, Site Development and Assumption Agreement, recorded in Official Records Instrument No. 2013107595, of the Public Records of Sarasota County, Florida.

K. "Developer" means New Urban Nokomis LLC, a Florida limited liability company, its successors, grantees and assigns. A Property Owner shall not, solely by the purchase of a Lot, be deemed a successor or assign of Developer or of the rights of Developer under the Declaration or REA Documents unless such Property Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

L. "Director" means a member of the Board.

M. "Lot" means and refer to each of those areas which are the Chase Parcel, and within the Development Parcel, as depicted on the Site Plan (as defined below), and also to any portions thereof that are hereafter subdivided into smaller tracts, each of which shall be deemed to be a Lot once so subdivided.

N. "Member" means a member of the Association.

O. "Property" means the real property submitted to the Declaration and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Lots and Common Area and all easements intended for use in connection with the Property, all as more particularly described in the Declaration.

P. "Property Documents" means in the aggregate the Declaration, the REA, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with the Property.

Q. "Property Owner" means "property owner" as defined in the Declaration.

R. "Public Records" means the Public Records of the County.

S. "REA" means that certain Reciprocal Easements and Restrictive Covenants Agreement recorded in Official Records Instrument No. 1999115616 of the Public Records of Sarasota County, Florida as amended pursuant to that certain Amendment to Reciprocal Easements and Restricted Covenants Agreement recorded in Official Records Instrument No. 1999151436 of the Public Records of Sarasota County, Florida, as further amended pursuant to that Second Amendment to Reciprocal Easements and Restricted Covenants Agreement recorded in Official Records Instrument No. 2013162959 of the Public Records of Sarasota County, Florida.

T. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Lot owned by more than one (1) owner or by any entity.

U. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be LAUREL PLAZA PROPERTY OWNERS ASSOCIATION, INC., whose principal office and mailing address is 4800 N. Federal Highway, Suite 105E, Boca Raton, FL 33431.

ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop the Property Developer owns in the County, as fully described in the Declaration. The Property shall be the only Property administered by the Association.

B. The Association shall be the Association responsible for the operation of the Property, subject to the terms and restrictions of the Declaration and REA. Each Lot Owner shall be

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a Member of the Association as provided in these Articles.

C. The purpose for which this Association is organized is to maintain, operate and manage the Property and all other lawful purposes.

ARTICLE III POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Declaration or REA.

B. The Association shall have all of the powers to be granted to the Association in the Declaration. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the maintenance, repair and replacement of the Common Areas and the levying and collection of Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of an association reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

(i) To make, establish and enforce reasonable rules and regulations governing the use of the Property (including the Lots and the Common Areas);

(ii) To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Declaration and REA against Lot Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Property and the payment of Common Expenses and other expenses in the manner provided in the Declaration and REA and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(iii) To maintain, repair, replace and operate the Property in accordance with the Declaration and the REA; and

(iv) To enforce by legal means the provisions of the Declaration and REA.

(v) To buy, own, operate, lease, sell, trade and mortgage both real and personal property owned by the Association.

(vi) To maintain, repair, replace, reconstruct, add to and operate the Common Area and Common Properties, and other property acquired or lease by the Association for use by Owners.

(vii) To purchase insurance for the protection of the Association, its officers, directors and members as Owners as more particularly set forth in the Master Declaration.

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(viii) 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.

(ix) To enforce by legal means the provisions of the Declaration, the REA, these Articles, the Bylaws, and any rules and regulations for the use of the Common Areas.

(x) To contract for the management and maintenance of the Common Areas and to authorize a management agent (which may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, special assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with 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 granted by the Declaration, including but not limited to the making of assessments, special assessments, promulgation of rules and the execution of contracts on behalf of the association.

(xi) To employ personnel to perform the services required for the proper operation of the Common Areas.

D. Assets of the Association. All funds and the titles of 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 Bylaws.

E. Distribution of Income: Dissolution. The Association 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.

F. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

A. Until such time as the Property or any portion thereof has been sold by the Declarant, membership of the ownership shall be comprised solely of the developer who shall be entitled to a seventy-five percent (75%) vote and the owner of the Chase Parcel shall be entitled to a twenty-five percent (25%) vote. In the future in the event the Developer should subdivide the Development Parcel, the owner's of the individual parcels shall be entitled to a voting interest equal to a percentage share.

B. Developer shall be a member so long as it a record owner of any property contained

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within the Property.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records, whereupon the membership of the prior Lot Owner shall terminate as to that Lot. Where title to a Lot is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Lot shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Lot.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Lot.

E. With respect to voting, the following provisions shall apply:

(i) Each Lot shall be entitled to a vote equal to its Percentage Share as defined with in the Declaration.

(ii) The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

ARTICLE V TERM

The term for which this Association is to exist shall be perpetual:

A. Each Lot Owner shall automatically become a Member of the Association during, and only during all periods of such ownership of a Lot.

ARTICLE VI INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: New Urban Nokomis LLC, a Florida limited liability company, 4800 N. Federal Highway, Suite 105E, Boca Raton, FL 33431.

ARTICLE VII OFFICERS

A. The affairs of the Association shall be managed by a President, a Secretary and a Treasurer.

B. The Board shall elect the President, the Secretary, and the Treasurer and other officers

deemed necessary or desirable. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the same person may not hold the office of President who holds the office of Secretary.

ARTICLE VIII FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	<u>Steve Dworkin</u> <u>4800 N. Federal Highway</u> <u>Suite 105E</u> <u>Boca Raton, FL 33431</u>
Vice President	<u>Scott A. Elk</u> <u>750 Park of Commerce Blvd.</u> <u>Suite 400</u> <u>Boca Raton, FL 33487</u>
Secretary/Treasurer	<u>Scott A. Elk</u> <u>750 Park of Commerce Blvd.</u> <u>Suite 400</u> <u>Boca Raton, FL 33487</u>

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ARTICLE IX BOARD

A. The number of Directors on the first Board ("First Board"), the "Initial Elected Board" (as hereinafter defined) shall be two (2). Beginning with the "Majority Election Meeting" (as hereinafter defined), there shall be at least three (3) Directors with each Lot being entitled to select one (1) Director.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>Steve Dworkin</u>	<u>4800 N. Federal Highway, Suite 105E</u> <u>Boca Raton, FL 33431</u>
<u>Scott A. Elk</u>	<u>750 E. Park of Commerce Blvd., Suite 400</u> <u>Boca Raton, FL 33487</u>

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Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to the first Lot Owner other than Developer ("Purchaser Member"), the number of Directors shall be increased to three (3) Directors, and the Purchaser Member shall be entitled to elect one Director, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining two (2) Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Member and the remaining two (2) Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as Developer has conveyed the second Lot to another Purchaser Member.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

(i) Purchaser Members other than Developer have purchased no less than seventy-five percent (75%) of the percentage share of the Property:

(a) Three years after seventy-five percent (75%) of the Lots that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after ninety percent (90%) of the Lots that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When Developer files a petition seeking protection in bankruptcy;

(d) When a receiver for Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its Members; or

After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned Lots in the same manner as any other Lot owner except for purposes of reacquiring control of the Association or selecting the majority members of the board of administration.

(ii) Notwithstanding the above Article IX.D(1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

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E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting the Board shall be increased to three (3) Directors and each Purchaser Member shall elect one (1) Director.

G. The Board shall continue to be elected by the Members at each subsequent Annual Members' Meeting.

H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or all of the Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice for the Initial Election Meeting shall specify the number of Directors who shall be elected by the Purchaser Members (i.e., one) and the remaining number of Directors designated by Developer (i.e., two). The notice for the Majority Election Meeting shall specify that one (1) Director shall be elected by each Purchaser Member.

I. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the resignation of Developer's appointed Directors may have previously occurred.

J. At the Majority Election Meeting and at each Annual Members' Meeting held thereafter each Director elected by Purchaser Members shall serve for a term of one (1) year.

K. The Board shall continue to be elected by the Members at each subsequent Annual Members' Meeting.

L. At each Annual Members' Meeting held subsequent to the year in which the Majority Election Meeting occurs, the number of Directors to be elected shall be no less than three (3) with each Lot entitled to select one (1) and all Lot Owners electing any remaining Directors by a majority in interest vote.

ARTICLE X POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Duties and Powers. All of the duties and powers of the Association existing under the Declaration, REA, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners when such

approval is specifically required in the Declaration.

B. 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 Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

C. Term of Declarant'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 Bylaws.

D. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

E. Maintaining and repairing Common Elements.

F. Making and amending rules and regulations with respect to the Property.

G. Enforcing by legal means the provisions of the Declaration and REA.

H. All other powers and duties reasonably necessary to operate the Property in compliance with the Declaration and the REA.

I. 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 qualified, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>Steve Dworkin</u>	<u>4800 N. Federal Highway, Suite 105E</u> <u>Boca Raton, FL 33431</u>
<u>Scott A. Elk</u>	<u>750 E. Park of Commerce Blvd., Suite 400</u> <u>Boca Raton, FL 33487</u>

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he or they may become involved by reason of his or their being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or they is or are a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when

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the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

A. 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 action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein. They shall be indemnified against expenses (including reasonable attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

B. Approval. Any indemnification under Article XI above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification for the director, officer, employee or agent is proper under the circumstances because they have met the applicable standard of conduct set forth in Article XI above. 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 action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the members.

C. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in the Article XI.

D. Miscellaneous. 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, officer, employee or agent and shall incur to the benefit of the heirs and personal representatives of such person.

E. Insurance. 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 another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against them or incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this Article.

F. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article XI may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board and thereafter until the Majority Election Meeting, may be altered, amended or rescinded by the affirmative approval of a majority of the Directors at a regular or special meeting of the Board. After the Majority Election Meeting the Bylaws may be amended by unanimous approval of the Directors or Members. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:

(i) The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

(ii) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice");

(iii) At such meeting a vote of the Members, including Developer as to any Lot it owns, shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the unanimous vote of both Members; or

(iv) An amendment may be adopted by a written statement signed by all Directors and the written consent of both Members and setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

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D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Lot or of any "Institutional Mortgagee" (as defined in each Declaration) without its prior written consent to the degree this provision is permitted by the Act.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

(i) Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and

(ii) Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

(i) One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

(ii) The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

(i) Binds the Association; and

(ii) May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

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ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 750 Park of Commerce Blvd., Suite 400, Boca Raton, FL 33487, and the initial registered agent of the Association at that address shall be Scott A. Elk, P.A.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 7 day of October, 2014.

NEW URBAN NOKOMIS, LLC, Incorporator

By: [Signature]
Scott Elk, Manager

The undersigned hereby accepts the designation of Registered Agent of Laurel Plaza Property Owner's Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

SCOTT A. ELK, P.A.

By: [Signature]
Scott A. Elk, Registered Agent
Date: 10-8-14

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