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**FLORIDA PROFIT/NON PROFIT CORPORATION
CENTRAL STATION PROPERTY OWNERS' ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION OF
CENTRAL STATION PROPERTY OWNERS' ASSOCIATION, INC.
A NON-PROFIT CORPORATION**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Florida corporation not for profit, and do hereby certify:

ARTICLE I.
NAME OF CORPORATION

The name of the Corporation is CENTRAL STATION PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (hereafter called the "Association").

ARTICLE II.
PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 8390 ChampionsGate Boulevard, Suite 104, ChampionsGate, Florida 33896.

ARTICLE III.
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 215 North Eola Drive, Orlando, FL 32801 and William A. Beckett is hereby appointed the initial registered agent of this Association at that address. The registered agent shall maintain copies of all permits for the benefit of the Association.

ARTICLE IV.
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, repair and operation of the Common Area, described in that certain Declaration of Reciprocal Easements and Restrictive Covenants for Central Station dated May 24, 2013 and recorded May 28, 2013 in Official Records Book 10575, Page 7730, Public Records of Orange County, Florida, hereinafter called the "Declaration" (for purposes hereof all capitalized terms, unless provided otherwise herein, shall have the same meaning as in the Declaration), as well as any additions thereto as may hereafter be brought within the jurisdiction of the Association from time to time, as provided in the Declaration, and as further described as applicable to the "POA" under the terms of that certain Transit Oriented Development Agreement for LYNX Central Station dated March 18, 2013, and recorded May 28, 2013 in Official Records Book 10575, Page 7677, Public Records of Orange County, Florida (the "LYNX Agreement"), and to promote the health, safety

and welfare of the owners of the Land described in the Declaration and any additions thereto as may hereto be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all duties and obligations of the Association as set forth in the Declaration applicable to the Land and the Common Area as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;

(b) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

(c) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, including but not limited to adequate assessments for the costs of maintenance and operation of the surface water or stormwater management system and each Owner's Pro Rata Share of Common Area Costs; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) 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 consistent with the terms of the Declaration.

(e) File suits and/or pursue such legal rights and remedies as are available to the Association.

(f) Borrow money, and with the assent of 400 NORTH ORANGE, LLC, a Delaware limited partnership (hereinafter referred to as "Declarant"), if Declarant owns any part of the Land subject to the Declaration, pursuant to an approved Budget Approved by the Owners as contemplated by the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(g) Dedicate, sell or transfer all or any part of the Common Area located within the Land to any public agency, authority, or utility for such purposes and subject to such conditions as may be Approved by the Owners under the terms of the Declaration;

(h) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property, provided that any such merger, consolidation or annexation is Approved by the Owners under the terms of the Declaration.

(i) Operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Management District Permit No. 42-095-

76663-2 requirements and rules, and shall assist in the enforcement of the Declaration provisions which relate to the surface water or stormwater management system.

Notwithstanding anything to the contrary contained herein, the Association may not take any action in violation of the LYNX Agreement and all powers and privileges of the Association and duties and obligations of the Association hereunder, including but not limited to the Common Area maintenance obligations as described herein, are subject to the terms of the LYNX Agreement.

ARTICLE V.
MEMBERSHIP, VOTING RIGHTS AND CONTROL OF THE ASSOCIATION

Section 1. Membership. Each and every person, persons or legal entity who is the Owner of any portion of Lot 1 and Lot 2 as described in the Declaration shall automatically be a Member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member. Provided further, if the ownership of a Lot is vested in other than a single person or entity, then the Owners of the Lot shall designate a Voting Member to act on their behalf in connection with all Association balloting and other similar activities. The Voting Member shall be designated in writing by the persons or entities owning the applicable Lot. The designation shall be witnessed and acknowledged before a notary public and delivered to the Association. Prior to the receipt of the written designation of the Voting Member, the Association shall have no obligation to recognize the right of any person to act on behalf of such Owner. The designation of Voting Member shall be executed in accordance with the terms hereof. The Voting Member may be changed, from time to time, by the Owners' re-execution and delivery of an additional Voting Member designation executed in accordance with the provisions hereof. There shall be no more than one Voting Member at a time for any Lot. Upon any subdivision of Lot 1 and/or Lot 2, the divided voting rights applicable to such subdivided Lot 1 and/or Lot 2 may be exercised through a designated Subassociation to be formed in connection with such subdivision of the applicable Lot. Individual owners of portions of a subdivided Lot 1 or Lot 2 shall not exercise voting rights unilaterally in this Association, but only collectively through a single representative Subassociation to be formed in connection with the subdivision of the applicable Lot 1 or Lot 2 or through the designated Voting Member as set forth above. Membership shall be appurtenant to and may not be separated from ownership of any Lot or portion thereof that is subject to assessment. The Common Area shall not be included for purposes of this Article.

Section 2. Successor to Declarant. As more fully set forth in the Declaration, if the approval of Declarant or any designation by Declarant, is required under the Declaration and Declarant no longer owns any interest in any Parcel under the Declaration and the rights of Declarant have not been assigned to the Association, the right of approval or designation shall be exercised by the Owner of the largest surface area in the Property.

Section 3. Assignment of Voting Rights. Voting rights may not be assigned, in whole or in part, as such rights are specifically related to Lot 1 and Lot 2, except that voting rights may

be assigned: (i) to a lessee holding a ground lease on Lot 1 or Lot 2, provided that the primary term of said ground lease is for a period of not less than twenty-five (25) years, and such voting rights shall revert to the Owner of Lot 1 or Lot 2 upon termination of said easement or ground lease, and (ii) to a mortgagee of Lot 1 or Lot 2, provided that such assignment shall not become effective until an officer or other authorized representative of such mortgagee shall notify the Association, by written affidavit, that a default has been committed by the mortgagor of the applicable Lot. The Association shall be conclusively authorized to rely upon any such affidavit received by it from a mortgagee.

Section 4. Control of the Association; Approval of Owners; Impasse and Dispute Resolution. Except as hereinafter specified, control of the Association and all of its rights, powers and duties set forth herein and in the By-Laws and the Declaration shall be vested in the Board of Directors of the Association, which shall act in accordance with the votes of a majority of the members of the Board; subject, however, to the requirement set forth in Article I of the Declaration that the Association Budget must be Approved by the Owners as such term is defined herein and defined in the Declaration and shall contain a line item breakdown of expenses for maintenance, operation, repair and replacement of the Common Area which are anticipated to be incurred or reserved for the upcoming year as set forth therein and all such expenses incurred by the Association shall be consistent with such Budget Approved by the Owners. Two members of the Board shall be selected by the Owner of Lot 1 and two members of the Board shall be selected by the Owner of Lot 2. In the event of an Impasse, as such term is defined in the Declaration, the process for Dispute Resolution shall be followed as defined and set forth in the Declaration.

ARTICLE VI. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of four (4) Directors, selected by the Owners of Lot 1 and Lot 2 as set forth above, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The initial Board of Directors who shall serve until the appointment of their successors as provided in the Bylaws are as follows:

Marc Reicher

8390 Championsgate Boulevard
Suite 104
Championsgate, Florida 33896

Yvonne Shouey

8390 Championsgate Boulevard
Suite 104
Championsgate, Florida 33896

James Michael Berardinelli, Jr.

5340 Peachtree Road NE, Suite 1560
Atlanta, GA 30326

David Dean Miller

227 W. Trade St., Suite 1000
Charlotte, NC 28202

The manner of selection of Directors and procedures for filling any vacancies that may occur on the Board of Directors shall be prescribed in the Bylaws.

ARTICLE VII.
OFFICERS

The affairs of the Association shall be administered by the Officers as designated in the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers, who shall serve until their successors are elected by the Board of Directors, are as follows:

PRESIDENT

Marc Reicher
8390 Championsgate Boulevard
Suite 104
Championsgate, Florida 33896

VICE-PRESIDENT

James Michael Berardinelli, Jr.
5340 Peachtree Road NE, Suite 1560
Atlanta, GA 30326

SECRETARY

Yvonne Shouey
8390 Championsgate Boulevard
Suite 104
Championsgate, Florida 33896

TREASURER

David Dean Miller
227 W. Trade St., Suite 1000
Charlotte, NC 28202

ARTICLE VIII.
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the Declarant, if Declarant owns any part of the Property subject to the terms of the Declaration, if such dissolution has been Approved by the Owners as defined under the Declaration, so long as no responsibility for maintenance of the Common Area under the terms of the LYNX Agreement has been turned over from Declarant to the Association. In the event such Common Area maintenance obligation has been turned over from Declarant to the Association under the LYNX

Agreement, then any dissolution of the Association following such turnover shall require transfer of such maintenance responsibilities to a new entity prior to Dissolution, and the transfer of maintenance responsibilities and dissolution shall be subject to LYNX's right of review and approval to the extent required by the LYNX Agreement. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027 F.A.C. and be approved by the St. Johns River Management District prior to such termination, dissolution or liquidation. This procedure shall be subject to Court approval on dissolution pursuant to the provisions of Florida Statutes, Section 617.

ARTICLE IX.
DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist perpetually.

ARTICLE X.
AMENDMENTS

Amendment of these Articles shall require the Approval of the Owners as defined in the Declaration. Amendment of these Articles may be proposed by the Board of Directors.

ARTICLE XI.
BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended or rescinded by a vote with the Approval of the Owners as defined in the Declaration.

ARTICLE XII.
DECLARATION AND BYLAWS

In the event of any conflict between the terms and provisions of the Declaration and the terms and provisions of these Articles, the terms and provisions of the Declaration shall control. In the event of any conflict between the terms and provisions of these Articles and the terms and provisions of the Bylaws, the terms and provisions of these Articles shall control.

ARTICLE XIII.
INDEMNIFICATION

The Association shall indemnify any person who was 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, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper.

ARTICLE XIV.
INCORPORATOR

The name and address of the Incorporator is as follows:

William A. Beckett

215 N. Eola Drive
Orlando, Florida 32802

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 23rd day of January, 2015.


William A. Beckett, Incorporator

The undersigned hereby accepts the foregoing designation as the registered agent for said corporation.


William A. Beckett, Registered Agent