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FLORIDA PROFIT/NON PROFIT CORPORATION
Dellagio Commercial Condominium Property Owners'

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ARTICLES OF INCORPORATION

OF

DELLAGIO COMMERCIAL CONDOMINIUM PROPERTY OWNERS' ASSOCIATION, INC.

(a corporation not-for-profit)

All terms used in these Articles of Incorporation of Dellagio Commercial Condominium Property Owners' Association, Inc. (these "Articles") will have the same meaning as the identical terms used in the Declaration of Condominium for the Dellagio Commercial Condominium, a Condominium (the "Declaration"), unless the context otherwise requires. In the event of a conflict between these Articles and the Declaration, the Declaration will prevail.

ARTICLE I

Name

The name of the corporation will be Dellagio Commercial Condominium Property Owners' Association, Inc. For convenience this corporation will be referred to as the "Association".

ARTICLE II

Purposes

1. The purpose for which the Association is organized is to manage, operate, and maintain a condominium to be known as the Dellagio Commercial Condominium (the "Condominium") in accordance with the Declaration, and for any other lawful purpose.

2. The Association will have no capital stock and will make no distribution of income or profit to its members, directors, or officers.

ARTICLE III

Powers

1. The Association will have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, together with such additional specific powers as are contained in the Bylaws or the Declaration and all other

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powers reasonably necessary to implement the purpose of the Association.

2. All funds, the titles to all property acquired by the Association, and the proceeds thereof must be held only for the benefit of the Members in accordance with the provisions of the Governing Documents.

3. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

Members

The qualifications of Members, the manner of their admission to the Association, and voting by Members will be as follows:

1. The Retail/Commercial Owner and the Office Owner are the Members of the Association, and no other persons or entities are entitled to membership. Each Member will be entitled to vote in accordance with the Declaration and the Bylaws.

2. Changes in membership in the Association will be established by the recording in the Public Records of Orange County, Florida, of a deed or other instrument establishing a change of record fee simple title to a Unit and the delivery to the Association of a copy of such recorded instrument. The new Owner(s) designated by such instrument will thereby become a Member of the Association, and the membership of the prior Owner will be thereby terminated.

3. 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 Member's Unit.

ARTICLE V

Directors

1. The affairs of the Association will be managed by a board of directors consisting of three (3) members.

2. Directors of the Association shall be appointed or elected at the annual meeting of the Members in the manner determined by the Bylaws.

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3. The initial directors are:

<u>Name</u>	<u>Address</u>
Dan Haslam	c/o Excel Trust, LP 17140 Bernardo Center Drive, Suite 310 San Diego, California, 92128
Roxanne Hargis	c/o Excel Trust, LP 7988 Via Dellagio Way, Suite 201 Orlando, FL 32819
Robin Tubbs	c/o Excel Trust, LP 7988 Via Dellagio Way, Suite 201 Orlando, FL 32819

ARTICLE VI

Indemnification

1. Indemnification. The Association shall indemnify any person who was or is a party to any proceeding, or any threat of same, by reason of the fact that such person is or was a director, officer, employee, or agent (each, an "Indemnatee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if the Indemnatee acted in good faith and in a manner such Indemnatee reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the Indemnatee reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnatee's conduct was unlawful.

2. Indemnification for Expenses. To the extent that an Indemnatee has been successful on the merits, or otherwise, in defense of any proceeding referred to in Section 1 above, or in defense of any claim, issue, or matter therein, the Indemnatee shall be indemnified against expenses actually and reasonably incurred by such Indemnatee in connection therewith.

3. Determination of Applicability. Any indemnification under Section 1 above, 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 Indemnatee is proper under the circumstances because such Indemnatee has met the applicable standard of

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conduct set forth in Section 1. Such determination shall be made:

(a) By the Board, by a majority vote of a quorum consisting of directors who were not parties to such proceeding; or

(b) By a majority of the voting interests of the Members who were not parties to such proceeding.

4. 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.

5. Advancing Expenses. Expenses incurred by an Indemnitee in defending a civil or criminal proceeding, or any threat of same, 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 Indemnitee to repay such amount if such Indemnitee is ultimately found not to be entitled to indemnification by the Association pursuant to this Article.

6. Exclusivity; Exclusions. The indemnification and advancement of expenses provisions provided in this Article VI are not exclusive, and the Association may make other or further indemnification or advancement of expenses of any of any Indemnitee, under any bylaw, agreement, vote of Members or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. However, such other indemnification or advancement of expenses shall not be made to or on behalf of any Indemnitee if a judgment or other final adjudication establishes that such Indemnitee's actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (i) a violation of criminal law, unless the Indemnitee had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (ii) a transaction from which the Indemnitee derived an improper personal benefit; or (iii) willful misconduct or a conscious disregard for the best interests of the Association.

7. Continuing Effect. Indemnification and advancement of expenses as provided in this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent of the Association and shall inure to the benefit of the heirs, executors, and administrators of such a person.

8. Application to Court. Notwithstanding the failure of the Association to provide indemnification, and/or despite any contrary determination of the Board or of the Members in a specific case, an Indemnitee 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 the Indemnitee is entitled to mandatory indemnification under Section 2, in which case the court shall also order the Association to pay such individual's reasonable expenses incurred in obtaining court-ordered indemnification or advancement of

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expenses.

9. Definitions. For purposes of this Article, the term "expenses" shall be deemed to include attorney's fees and related "out-of-pocket" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and/or 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; the term "agent" shall be deemed to include a volunteer; and 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, and which are accepted by, such persons.

10. Effect. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote, or otherwise.

11. Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article VI shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

ARTICLE VII

Bylaws

The Bylaws will be adopted by the Board and may be altered, amended, or rescinded as provided in the Bylaws.

ARTICLE VIII

Amendments

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

1. Notice of the subject matter of a proposed amendment must be included in the notice of any meeting of either the Board or the Members at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approval must

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be by not less than a majority of the entire membership of the Board and by not less than a two-thirds majority vote of all of the Members at a duly called meeting of the Association.

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

4. No amendment that would have a material adverse affect on any Owner shall be approved without the approval in writing of all Members. No amendment may be made that is in conflict with the Act, the Declaration, or the Bylaws; no amendment to this paragraph will be effective. Without limitation, amendments that shall be conclusively and irrebuttably presumed to have a material adverse affect on one or more Owners specifically include: (i) amendments that make any changes in the qualifications for membership, or in the voting rights or property rights of Members; and (ii) those matters described in Section 13.7 of the Declaration.

ARTICLE IX

Term

The term of the Association is the life of the Condominium. The Association will be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE X

Incorporator

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

Name

Address

Daniel T. O'Keefe

300 S. Orange Ave.
Suite 1000
Orlando, FL 32801

ARTICLE XI

Registered Agent

The Association hereby appoints Roxanne L. Hargis as its registered agent to accept service of process within this state, with the registered office located at 7988 Via Dellagio Way, Suite 201, Orlando, FL 32819.

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ARTICLE XII


Principal Office

The address of the principal office and the mailing address of the Association shall be 7988 Via Dellagio Way, Suite 201, Orlando, FL 32819, or at such other place as may be subsequently designated by the Board. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 718, Florida Statutes.

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IN WITNESS WHEREOF the incorporator has hereto affixed his signature to these Articles of Incorporation this 7TH day of APRIL, 2015.

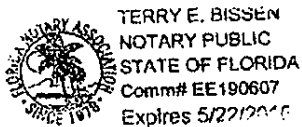

DANIEL T. O'KEEFE
300 S. Orange Ave.
Suite 1000
Orlando, FL 32801


STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7TH day of APRIL, 2015, by Daniel T. O'Keefe, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)




Notary Public, State of FL

Print Name: Terry E. BissenCommission No. EE190607My Commission Expires 5/22/2016

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

REGISTERED AGENT CERTIFICATE

In pursuance of the Florida Not For Profit Corporation Act, the following is submitted, in compliance with said statute:

That the Dellagio Commercial Condominium Property Owners' Association, Inc., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the foregoing Articles of Incorporation in Orlando, Florida, has named Roxanne Hargis having an address at 7988 Via Dellagio Way, Suite 201, Orlando, FL 32819, as its statutory registered agent.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated corporation, at the place designated in this certificate, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provisions of Florida law relative in keeping open said office, and further states that she is familiar with Section 617.0501, Florida Statutes.

By: Roxanne Hargis

Print Name: Roxanne Hargis

Date: March 9, 2015

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