

MAR. 16. 2016

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NO. 0156

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FLORIDA PROFIT/NON PROFIT CORPORATION
Vaughn Retail Property Owners Association, Inc.

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**ARTICLES OF INCORPORATION OF THE
VAUGHN RETAIL PROPERTY OWNERS ASSOCIATION, INC.**

16 MAR 16 AM 11:46

The undersigned as a duly authorized representative of the Vaughn Retail Property Owners Association, Inc., a Florida not-for-profit corporation (the "Corporation") does hereby adopt these Articles of Incorporation.

SECRETARY OF STATE
FLORIDA

The Corporation's Articles of Incorporation are as follows:

**ARTICLE I
NAME**

Section 1.1 The name of this Corporation is **THE VAUGHN RETAIL PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter called the "Association" in these Articles).

**ARTICLE II
OFFICE AND REGISTERED AGENT**

Section 2.1 The Association's registered office is located at 1801 N. Highland Avenue, Tampa, Florida 33602. The Association's registered agent is BUSH ROSS REGISTERED AGENT SERVICES, LLC. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law. The principal office of the Association shall be located at 146 14th Avenue NE, St. Petersburg, Florida 33701

**ARTICLE III
PURPOSE**

Section 3.1 The Association does not contemplate pecuniary gain or profit to its Members and the specific purposes for which it is formed are to provide for the operation, maintenance, and preservation of the Common Area Parcels and Common Infrastructure and Improvements within that certain real property (hereinafter called the "Property") located in Hillsborough County, Florida and legally described on Exhibit A attached hereto and made a part hereof.

**ARTICLE IV
TERM OF EXISTENCE**

Section 4.1 The term of existence for the Association shall be perpetual.

**ARTICLE V
POWERS**

Section 5.1 Without limitation, this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties, of this Association set forth in that certain Declaration of Easements and Restrictive Covenants (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in the above-referenced county, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of

Peter J. Kelly
Bush Ross, P.A.
P.O. Box 3913, Tampa, FL 33601
813-224-9255

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property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Subject to limitations with respect to the Wawa Lot set forth in the Declaration, fix, levy, collect, and enforce by any lawful means all charges or Assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of Assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Borrowing. Subject to limitations with respect to the Wawa Lot set forth in the Declaration, borrow money and, with the approval of 2/3rd of the Members entitled to vote, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. Subject to limitations with respect to the Wawa Lot set forth in the Declaration, with the approval of 2/3rd of the Members entitled to vote, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as the approving Members determine;

(g) Rules. Subject to limitations with respect to the Wawa Lot set forth in the Declaration, from time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Common Area Parcels (as such term is defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(h) Levy/Collect Assessments. Subject to limitations with respect to the Wawa Lot set forth in the Declaration, to levy and collect adequate Assessments against Members of the Association for the costs of maintenance and operation of the Common Area Parcels and the Common Infrastructure and Improvements (as defined in the Declaration), including but not limited to, work within the Master Stormwater Management System (as defined in the Declaration) retention areas, drainage structures, and drainage easements;

(i) Operate/Maintain. To operate, maintain, and manage the Common Area Parcels and the Common Infrastructure and Improvements, including, without limitation, the Master Stormwater Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and related appurtenances, in a manner consistent with the Southwest Florida Water Management District (the "District") environmental resource permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein;

(j) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

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(k) Enforcement. To enforce by legal means the obligations of the Members of the Association and the provisions of the Declaration;

(l) Litigation. To sue or be sued;

(m) Contract for Maintenance of Master Stormwater Management System. Contract for services to provide for operation and maintenance of the Master Stormwater Management System if the Association contemplates employing a maintenance company therefor; and

(n) Other. Except as otherwise limited or conditioned in these Articles or by the Declaration, the Association may engage in all lawful acts permitted or authorized by Section 617.0302, Fla. Stat.

ARTICLE VI **MEMBERSHIP**

Section 6.1 Every person who from time to time holds the record fee simple title to any Lot that is subject to the provisions of the Declaration is a Member of the Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

ARTICLE VII **VOTING RIGHTS**

Section 7.1 Voting rights of the Members shall be as set forth in Article 10 of the Declaration. "Person" as used hereinafter includes individuals, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, entities and all other groups or combinations thereof. In any situation where a person(s) is entitled to exercise the vote for his Lot and more than one party or person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as such parties or persons determine among themselves and advise the Secretary of the Association, in writing, prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one party or person seeks to exercise it.

ARTICLE VIII **BOARD OF DIRECTORS**

Section 8.1 The Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times there must be either three Directors or five Directors. The initial Directors named below shall serve until this Association's first annual meeting. The Members of the Association shall elect the Directors by secret written ballot. The term of office for all Directors is one year. Any vacancies occurring during the elected term of the Board of Directors will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each Member may vote for each vacancy; however, cumulative voting is not permitted. Directors need not be Association Members.

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Section 8.2 The names and addresses of the Directors and Officers who shall serve until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Names and Addresses:**Title:**

Beverly M. Vaughn

President/Secretary/Treasurer/Director

James T. Burt, II

Vice-President

Peter J. Kelly

Director

Reid Vaughn Graves

Director

**ARTICLE IX
DISSOLUTION**

Section 9.1 The Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than (3/4th) of the Members entitled to vote. Upon dissolution of the Association in any manner other than incident to a merger or consolidation, all of the Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any Member or other private individual. Notwithstanding the foregoing, for so long as the Wawa Exclusive is in effect, there shall be no dissolution of the Association without the written consent of Wawa, which consent shall not be unreasonably conditioned, delayed or withheld.

Section 9.2 In the event, of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water and stormwater management system must be transferred to and accepted by an entity which would comply with Title 40, Fla. Adm. Code, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE X
DURATION**

The Association exists perpetually; however, if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted by an appropriate governmental unit or public utility, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE XI

BY-LAWS

This Association's By Laws initially will be adopted by the Board of Directors; however, thereafter, the By Laws may be altered amended, or rescinded with the approval of the Board of Directors, except as to those provisions for amendment to the By Laws which are provided in the Declaration or any future supplemental declaration in which case those provisions shall control such amendment. Further, no amendment to the initial By Laws shall impose any materially greater obligations or restrictions upon a Lot or materially impair any rights or easements appurtenant to any Lot, without first obtaining the prior written consent and joinder of the affected Owner.

ARTICLE XII

AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the written approval of at least 3/4^{ths} of the Lot owners. No amendment to this charter pursuant to this section shall extinguish the duty of the Association to maintain all Common Area Parcels and the Common Infrastructure and Improvements, including, without limitation, the Master Stormwater Management System, as provided herein. Further, no such amendment to this charter shall impose any materially greater obligations or restrictions upon a Lot or materially impair any rights or easements appurtenant to any Lot, without first obtaining the prior written consent and joinder of the affected Owner.

ARTICLE XIII

INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results. If there should be any conflict between these Articles and the Declaration, the Declaration shall control.

ARTICLE XIV

INDEMNIFICATION

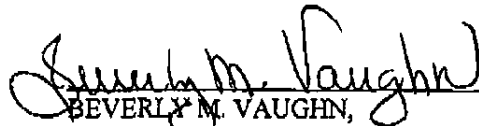
The corporation shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law, said indemnity to include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director, officer, employee or agent as hereinabove provided, or as otherwise contemplated and included within applicable law. Indemnification and advancement of expenses as provided herein shall continue as to an individual 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 an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director, officer, employee or agent after the Effective Date of such amendment, and such amendment shall not otherwise affect the rights of indemnification for any individual who has theretofore served as a director, officer, employee or agent.

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IN WITNESS WHEREOF, the undersigned duly authorized representative of THE VAUGHN
RETAIL PROPERTY OWNERS ASSOCIATION, INC. has executed these Articles of Incorporation
this 10 day of March, 2016.


BEVERLY M. VAUGHN,
Authorized Representative

ACKNOWLEDGMENT

BUSH ROSS REGISTERED AGENT SERVICES, LLC hereby accepts the appointment as

Registered Agent of the above named corporation, and agrees to act as such in accordance with the
provisions of §§48.091 and 617.0503, Florida Statutes.

BUSH ROSS REGISTERED AGENT SERVICES, LLC

By: 
Peter J. Kelly, Vice President

16 MAR 16 AM 11:46
STATE OF FLORIDA
ALLAH-SEE FLORIDA

EXHIBIT "A"

A TRACT OF LAND LYING AND BEING IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE RUN WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 21 A DISTANCE OF 225.0 FEET; THENCE NORTH 57.55 FEET PARALLEL WITH THE EAST BOUNDARY OF STATED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 60 FOR A POINT OF BEGINNING.

THENCE S 89 DEGREES-55'-40"W ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 60 A DISTANCE OF 438.01 FEET; THENCE N00 DEGREES-06'-03"E A DISTANCE OF 603.69 FEET; THENCE S89 DEGREES-47'-46"E A DISTANCE OF 611.60 FEET; THENCE SOUTH A DISTANCE OF 360.74 FEET; THENCE S 89 DEGREES-55'-40"W A DISTANCE OF 175.0 FEET; THENCE SOUTH A DISTANCE OF 240.0 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND LYING AND BEING IN THE SW 1/4 OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SECTION 21; THENCE NORTH (ASSUMED) A DISTANCE OF 58.58 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 21 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF S.R. 60; THENCE SOUTH 89 DEGREES 55 MINUTES 40 SECONDS WEST A DISTANCE OF 50.0 FEET FOR A POINT OF BEGINNING.

THENCE CONTINUE SOUTH 89 DEGREES 55 MINUTES 40 SECONDS WEST A DISTANCE OF 175 FEET ALONG THE STATED NORTH RIGHT-OF-WAY LINE OF S.R. 60 (SAID LINE BEING 50 FEET NORTH OF AND PARALLEL TO THE CENTER LINE OF SURVEY AS SHOWN ON RIGHT-OF-WAY MAPS); THENCE NORTH A DISTANCE OF 240 FEET ALONG A LINE 225 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 21; THENCE NORTH 89 DEGREE 55 MINUTES 40 SECONDS EAST A DISTANCE OF 175 FEET ALONG A LINE 240 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF S.R. 60; THENCE SOUTH A DISTANCE OF 240 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF LAKEWOOD DRIVE, SAID LINE LYING 50 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 21 TO THE POINT OF BEGINNING.

Less and except from all of the above, the following:

Any portion of the above described property lying within the deeds in favor of the State of Florida, for the use and benefit of the Road Department of Hillsborough County, recorded in O.R. Book 2553, Page 961, and O.R. Book 2553, Page 963; any portion of the above described property lying within the right-of-way of Lakewood Drive as depicted in Maintained R/W Book 1, Page 45; any portion of the above described property lying within the right-of-way of Lakewood Drive as depicted on Maintained Right of Way Book 3, Page 163, all of the Public Records of Hillsborough County, Florida.