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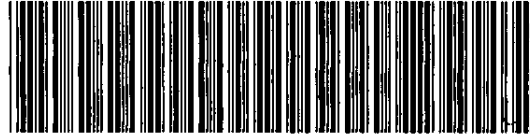
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Law Office of Craig B. Hill, P.L.

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Craig B. Hill
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May 26, 2016

Department of State
Division of Corporations
New Filings
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Via Federal Express

RE: CFBP Property Owners' Association, Inc., a Florida not for profit corporation -
Articles of Incorporation

Dear Sir or Madam:

Please file the enclosed original Articles of Incorporation and return the copy to me (stamped) once the original has been filed. I have provided a return addressed, stamped envelope for this purpose. Also enclosed is this firm's check number 3174 in the amount of \$70.00 for the cost of this filing.

Thank you, in advance, for your cooperation and prompt attention to this filing. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be "CBH" followed by a stylized flourish.

Craig B. Hill

CBH/cmg

Enclosures (as noted)

ARTICLES OF INCORPORATION
OF
CFBP PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida not for profit corporation

The undersigned for the purpose of forming a corporation not for profit under Chapter 617 of the laws of the State of Florida, by and under the provisions thereof and applicable laws of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit as follows:

I.

Name and Address

The name of the corporation shall be CFBP PROPERTY OWNERS' ASSOCIATION, INC. For convenience the corporation shall be referred to in these Articles as the "Association." The initial principal office and mailing address of the Association shall be located at 1455 Dixon Avenue, Suite 206, Lafayette, Colorado 80026.

II.

Definitions

A declaration entitled Declaration of Easements, Covenants, Conditions and Restrictions, for Central Florida Business Park, has been or will be recorded in the Public Records of Polk County, Florida (the "Declaration") with respect to the land/Property described therein and commonly referred to as Central Florida Business Park. All initially capitalized terms in these Articles shall have the meanings ascribed thereto in the Declaration, unless otherwise defined in these Articles.

III.

Purpose

3.1 The purpose(s) for which the Association is formed and organized shall include, but is not limited to, the following: (a) to provide an entity for ownership, operation, maintenance and preservation of the Common Areas, if any, and any improvements thereon; (b) to perform the duties delegated to it in the Declaration; (c) to administer the interests of the Association and the Owners; and (d) to promote the health, safety and welfare of the Owners.

3.2 The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members. The Association shall make no distributions of income to its members, Board or officers.

3.3 The Association shall not have or issue shares of stock.

IV.

Powers and Duties

The powers of the Association shall include and be governed by the following provisions:

4.1 The Association shall have and exercise all rights and powers conferred upon corporations not for profit under the laws of the State of Florida consistent with these Articles and the Declaration.

4.2 The Association shall have all of the powers and duties set forth in and under the laws of the State of Florida, these Articles, and the Declaration, and all of the powers and duties reasonably necessary to operate the Association and to discharge its obligations pursuant to the Declaration as may be amended from time to time, including but not limited to the following:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined in the Declaration;
- b. To fix, levy, collect and enforce payment by any lawful means of all charges or Assessments and Assessment liens pursuant to the terms of the Declaration, 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 for governmental charges levied against the property of the Association;
- c. To use the proceeds of Assessments in the exercise of its powers and duties;
- d. To maintain, repair, replace and operate any Common Areas and the property within the Association's jurisdiction or otherwise pursuant to the terms of the Declaration;
- e. To acquire (by gift, purchase or lease), to own, hold, improve, insure, build upon, operate, maintain, replace and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, and to contract for improvements and to repair, remodel and demolish the same, on any property for which the Association is responsible for the operation and maintenance, and to reconstruct the applicable improvements after casualty and to further improve same pursuant to the relevant terms of the Declaration;
- f. To borrow money, and to mortgage, pledge, deed, or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred;
- g. To dedicate, grant, license, lease, concession, grant easements upon, sell or transfer all or any portion of the Common Areas, if any, to any public agency, entity, authority, utility, quasi-governmental body or agency, or other person or

entity for such purposes and subject to such conditions as it determines and as may be provided in the Declaration;

- h. To participate in mergers or consolidations with other not for profit corporations organized for the same or similar purposes;
- i. To employ such legal counsel, accountants and other agents or employees as may be deemed necessary for the protection and furtherance of the interests of the Association and of its members and to carry out the purposes of the Association;
- j. To purchase insurance upon the Association's property (including Common Areas, if any) and insurance for the protection of the Association and its Members, as applicable;
- k. To make, amend and enforce reasonable rules and regulations, standards and guidelines governing the Association and respecting the use of any and all property comprising part of Central Florida Business Park, and the Common Areas, if any, any other property or facilities over which the Association may have control, jurisdiction or administrative responsibilities, and to effectuate all of the purposes for which the Association is organized, and to provide penalties for the violation of any such rules and regulations;
- l. To enforce by legal means the provisions of applicable law of the State of Florida with respect to Central Florida Business Park, the Declaration, these Articles, the Bylaws of the Association and any rules and regulations for the use of the property comprising any or all of Central Florida Business Park;
- m. To contract for the management and maintenance of the Association and any property of the Association and to authorize and delegate to such manager all powers and duties of the Association, or as otherwise so authorized and delegated to such manager to assist the Association in carrying out its powers and duties, except such as are specifically required by the Declaration to have the approval of the membership of the Association. Provided, however, the Association and its Board of Directors and officers shall retain at all times the powers and duties granted by the Declaration, these Articles, the Bylaws and applicable law of the State of Florida;
- n. To employ personnel and retain independent contractors, including to contract for management of the Association, Central Florida Business Park, and the Common Areas, if any, such as provided in the Declaration, and to delegate in such contract all or any part of the powers and duties of the Association, including to perform the services required for proper operation of the Association;
- o. To maintain bank accounts on behalf of the Association;
- p. To levy fines against Owners/Members;

- q. To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, if any, and Central Florida Business Park as provided in the Declaration.
- r. To purchase Lots (including any improvements thereon) in Central Florida Business Park, and to acquire and hold, lease, mortgage and convey the same, subject, however to the provisions of the Declaration and the Bylaws of the Association relative thereto;
- s. To establish committees and delegate certain functions of the Association to such committees.
- t. To operate and maintain the Common Areas, if any, and as further set forth in the Declaration; and
- u. To pay taxes and assessments which are liens against the property operated and maintained by the Association or any part of Central Florida Business Park other than individual Lots and the improvements and appurtenances thereto, and to assess the same against the Owners of the Lots.

4.3 All funds and titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members of the Association in accordance with the applicable provisions of the Declaration, these Articles, and the Bylaws.

V.

Members

5.1 The Members of the Association shall consist of all the record Owners, by deed or otherwise, of all Lots in Central Florida Business Park. It shall be mandatory that any Person or entity who is the Owner of record of the fee simple interest in any Lot and entitled to the beneficial enjoyment thereof shall be a Member of the Association.

5.2 Declarant shall be a Member of the Association so long as Declarant owns any Lot or portion thereof or any other property in Central Florida Business Park that is subject to the Declaration or that Declarant intends to be subjected to the terms of the Declaration.

5.3 Change of membership in the Association shall be established, after receiving approval of the Association required by the Declaration, if any such approval is required and as applicable, by recording in the Public Records of Polk County, Florida, a deed or other instrument establishing a record title to a Lot in Central Florida Business Park. A copy of such instrument shall be delivered to the Association. The Owner designated by such instrument thereby automatically becomes a Member of the Association and the membership of the prior Owner is terminated.

5.4 The Owner of each Lot shall be entitled to vote the interest he has acquired incident to purchasing his Lot subject to the terms of the Declaration. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

VI.

Directors

6.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. The term of the Directors shall be as set forth in the Bylaws. All Directors shall be members of the Association; provided, however, that pursuant to Paragraph 6.3 hereof, any Declarant-appointed Directors need not be members of the Association.

6.2 Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

6.3 The initial Board of Directors of the Association shall consist of three (3) members who need not be Members of the Association and who shall be elected or appointed by the Declarant. The initial Board of Directors named in these Articles shall serve until Owners are entitled to elect Owners to replace a member or members of the initial Board of Directors (i.e., the Declarant-appointed Directors) as contained in the schedule set forth in Paragraphs 6.4 and 6.5 hereof. Any vacancies in the Declarant-appointed Directors may be filled by the Declarant appointing a replacement (and any Declarant-appointed Directors need not be members of the Association). All other vacancies between annual meetings of the Members shall be filled by the remaining Directors.

6.4 The Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors at such time as the Owners other than the Declarant own fifty percent (50%) or more of the Lots that will be operated ultimately by the Association, or at such earlier time as the Declarant in its discretion may determine.

6.5 Owners other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors upon the occurrence of the earlier of the following:

(a) Three (3) months after ninety percent (90%) of the Lots that will be operated ultimately by the Association have been conveyed to purchasers/Members;

(b) Seven (7) years after recordation of the Declaration; or

(c) At such earlier time as the Declarant in its discretion may determine.

6.6 Declarant is entitled to appoint/elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least one (1) Lot that will be operated ultimately by the Association. Further,

Declarant reserves the right to remove any Director it has appointed, designated or elected to the Board of Directors, and to fill vacancies of any such Directors whether caused by such removal or by voluntary resignation. The fact that Owners have not elected or refuse to elect Directors shall not interfere with the right of Directors appointed or designated by Declarant to resign.

6.7 The names and addresses of the initial members of the Board of Directors, who shall hold office until their successors are elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
Jacob Mutz	1455 Dixon Avenue, Suite 206 Lafayette, Colorado 80026
Stephen Strawbridge	1455 Dixon Avenue, Suite 206 Lafayette, Colorado 80026
Gregg Donaldson	1455 Dixon Avenue, Suite 206 Lafayette, Colorado 80026

VII.

Officers

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Board of Directors may also elect one or more Assistant Treasurers and Assistant Secretaries. Any two (2) or more offices, except the President and Vice President positions, may be held by the same person. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Jacob Mutz	1455 Dixon Avenue, Suite 206 Lafayette, Colorado 80026
Vice President	Gregg Donaldson	1455 Dixon Avenue, Suite 206 Lafayette, Colorado 80026
Secretary/Treasurer	Stephen Strawbridge	1455 Dixon Avenue, Suite 206 Lafayette, Colorado 80026

VIII.

Registered Office and Registered Agent

The street address of the initial registered office of the Association is Law Office of Craig B. Hill, P.L., 625 East Lime Street, Suite 5, Lakeland, Florida 33801. The name of the Association's initial registered agent is Craig B. Hill.

IX.

Indemnification / Transactions in Which Directors or Officers are Interested

9.1 Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceedings to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except when the Director or officer is adjudged liable for gross negligence or willful misconduct in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles.

9.3 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association, against any status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

9.4 No contract or transaction between the Association and one (1) or more of its Directors or officers or Declarant, or between the Association and any other corporation, partnership, person, association, or other organization in which one (1) or more of its Directors or officers are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Directors' or officers' votes are counted for such purpose. No Director or officer of Association shall incur liability by reason of the fact that such Director or officer may

be interested in any such contract or transaction. Interested Directors and/or officers shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

X.

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

XI.

Amendments

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

11.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

11.2 Any amendment to these Articles shall be subject to general restrictions on amendments, including as set forth in this Article XI. A resolution for the adoption of a proposed amendment to these Articles may be proposed either by the Board of Directors or by the Members of the Association and these Articles may be amended with the approval of (i) not less than a majority of the Board of Directors; and (ii) not less than a majority of the Members of the Association present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which a quorum is present.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members affected by said change. No amendment shall be made that is in conflict with the laws of the State of Florida with respect to the Association or Central Florida Business Park or the Declaration (it being expressly understood that the Declaration is paramount and no amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration). Further, Article VI of these Articles may not be amended without the consent of Declarant so long as Declarant is a member of the Association. Further, notwithstanding any other provision in these Articles to the contrary, no amendment to these Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, as applicable, which may be withheld for any reason or no reason whatsoever. Further, if the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained.

11.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Polk County, Florida, along with a certificate executed by the

President or authorized officer and attested by the Secretary or Assistant Secretary of the Association reciting the facts necessary to establish that the amendment was duly adopted, and said certificate shall be conclusively binding in favor of anyone relying thereon.

XII.

Term

The term of the Association shall be perpetual. Provided, however, in the event of the dissolution of the Association other than incident to a merger or consolidation, any Member may petition the circuit court having jurisdiction of the judicial circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, if any, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its property.

XIII.

Incorporation

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

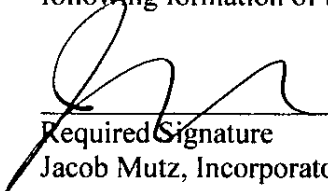
Name

Address

Jacob Mutz

1455 Dixon Avenue, Suite 206
Lafayette, Colorado 80026

I am the incorporator submitting these Articles and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, Florida Statutes. I acknowledge that I have read the "Notice of Annual Report" statement and understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to remain "active" status.


Required Signature

Jacob Mutz, Incorporator

5/12/2016
Date

XIV.

Conflict

In the case of any conflict between the Bylaws and these Articles, these Articles shall control; in the case of any conflict between the Declaration and these Articles, the Declaration shall control.

XV.

Miscellaneous

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. Whenever these Articles refer to the Florida Statutes (or Florida law), it shall be deemed to refer to the Florida Statutes (or Florida law) as they exists on the date these Articles are executed, except to the extent provided otherwise as to any particular provision of the Florida Statutes (or Florida law). Invalidation of any of the provisions of these Articles, by judgment or court order shall in no way affect any other provision, and the remainder of these Articles shall remain in full force and effect.

XVI.

Effective Date

The effective date shall be the date of filing with the Secretary of State of the State of Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on this 12 day of May, 2016.




Jacob Mutz
Incorporator

STATE OF COLORADO
COUNTY OF Boulder

Before me, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Jacob Mutz, who ☒ is personally known to me or who ☐ has produced _____ as identification.

WITNESS my hand and official seal this 12 day of May, 2016, at Lafayette, Colorado.

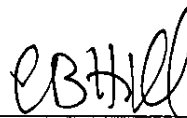

Notary Public
State of Colorado

(NOTARIAL SEAL)

FILED
16 MAY 27 AM 10:39
SECRETARY OF STATE
TALLAHASSEE FLORIDA

REGISTERED AGENT

Having been named as Registered Agent to accept service of process for the above-stated corporation, at the place designated in these Articles, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the appointment as registered agent.



Craig B. Hill