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ARTICLES OF INCORPORATION
OF
FLORIDA COMMERCE PARK PROPERTY OWNERS ASSOCIATION, INC.
(a FLORIDA CORPORATION NOT FOR PROFIT)

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF INCORPORATION
OF
FLORIDA COMMERCE PARK PROPERTY OWNERS ASSOCIATION, INC.**

(a Florida Corporation Not For Profit)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is FLORIDA COMMERCE PARK PROPERTY OWNERS ASSOCIATION, INC. (the "Association").

2. Principal Office. The initial principal office of the Association is at located at 15328 SW Warfield Blvd., Indiantown, Florida 34956.

3. Registered Office-Registered Agent. The street address of the Registered Office of the Association is 1201 Hays Street, Tallahassee, Florida 32301. The name of the registered agent of the Association is Corporation Services Company.

4. Definitions. A declaration entitled Declaration of Covenants, Easements and Restrictions for Indiantown Commerce and Technology Park, also known as Florida Commerce Park (as amended and amended and restated from time to time, the "Declaration") has been or will be recorded among the Public Records of Martin County, Florida, and shall govern all of the operations of an Industrial park to be known as Indiantown Commerce and Technology Park, also known as Florida Commerce Park (the "Commerce Park"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, or in the By-Laws of the Association.

5. Purpose of the Association. The Association is formed to:

5.1 Provide for the ownership, operation, maintenance and preservation of the Common Areas and improvements thereon.

5.2 Perform the duties delegated to it in the Declaration.

5.3 Administer the interests of the Association and the Owners.

5.4 Promote the health, safety and welfare of the Owners.

6. Not-for-Profit. The Association is a Florida corporation not for profit and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in applicable law and the Declaration, have all powers, privileges, and duties allowed by law and/or which are reasonably necessary to discharge its obligations, including, without limitation, the following:

7.1 To perform all the duties and obligations of the Association as set forth in the Declaration, these Articles of Incorporation, and the By-Laws.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles of Incorporation, the By-Laws, and the rules, covenants, conditions, restrictions, regulations, and/or agreements governing or binding the Association.

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7.3 To operate and maintain all Common Areas and any Areas of Common Responsibility (if any).

7.4 To fix, levy, collect and enforce payment by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles of Incorporation, and the By-Laws.

7.5 To pay all Common Expenses and Association expenses including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of the Association.

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association, except as limited by the Declaration.

7.7 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8 To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines; subject only to requirements set forth in the Declaration, if any.

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purpose.

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Commerce Park, the Common Areas, and Lots as provided in the Declaration, and to effectuate all of the purposes for which the Association is organized.

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida that a property owners' association may, now or hereafter, have or exercise, including all powers under Chapter 617, Florida Statutes.

7.12 To employ personnel and retain independent contractors to contract for management of the Association, the Commerce Park and the Common Areas as provided in the Declaration, and to delegate in such contract all or any part of the powers and duties of the Association.

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and the Commerce Park, as provided in the Declaration including, without limitation, telecommunication services, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on the Association to provide such services. Neither the Board of Directors of the Association nor any manager or management company hired or retained by the Board shall approve any contract with a contingency payment or payment provisions without the approval of the Members.

7.14 To establish committees and delegate certain of its functions to those committees.

7.15 To enter into agreements and/or contracts with the SFWMD under which the Association shall perform certain maintenance, management and/or other agreed-upon services for the SFWMD.

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The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services stated in these Articles of Incorporation or the Declaration as the Board shall authorize.

8. Association Lawsuits. The Board shall have no duty to bring suit against any party, and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Members' Voting Rights. Each Lot Owner and Declarant shall be a Member of the Association. The Members shall have the voting rights set forth in the Declaration and the By-Laws.

10. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than seven (7) members. The current number of directors shall be three (3) Board members and have been appointed as stated in the By-Laws. The election of Directors by Members other than Declarant shall initially be held on the date Declarant no longer has the legal right pursuant to the Declaration to appoint Directors, and thereafter at the Annual Members Meeting. Directors shall be elected for a term expiring on the date of the next Annual Meeting. The names and addresses of the current members of the Board, who shall hold office until their successors are appointed or elected or otherwise removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jeremy Shapiro	1541 Brickell Ave. Suite 1504 Miami, FL 33121
Kevin Powers	15328 SW Warfield Rd IndianTown, FL 34956
Andrew Fradkin	PO Box 727 3323 La Mesa, Unit 6 San Carlos, CA 94070

11. Dissolution. In the event of a dissolution of the Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over the Commerce Park for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas 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 its properties. In addition, if the Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

12. Duration. The Association's existence shall be perpetual.

13. Amendment(s).

13.1 General Restrictions on Amendment(s). Notwithstanding any other provision herein to the contrary, no amendment to these Articles of Incorporation shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded among the Public Records.

13.2 Amendment(s) Prior to and Including the Expiration Date of the Class "B" Control Period. Prior to the expiration of the Class "B" Control Period, Declarant shall have the right to amend

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these Articles of Incorporation as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section 13.2 is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles of Incorporation prior to the expiration of the Class "B" Control Period, the Association must first obtain Declarant's prior written consent to any proposed amendment. After receiving Declarant's written consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendment after the expiration of the Class "B" Control Period. After approval of the amendment by the Board, Declarant shall join in such identical amendment in writing so that its consent to the same will be reflected in the Public Records.

13.3 Amendment(s) After the Expiration of the Class "B" Control Period. After the expiration of the Class "B" Control Period, but subject to the general restrictions of amendments set forth above, these Articles of Incorporation may be amended with (i) the approval of two-thirds percent (66-2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person and by proxy) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these Articles of Incorporation may be amended after the expiration of the Class "B" Control Period by a two-thirds percent (66-2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

14. Limitations.

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

14.2 Rights of Declarant. There shall be no amendment to these Articles of Incorporation which shall abridge, reduce, amend, affect or modify the rights of Declarant.

14.3 By-Laws. These Articles of Incorporation shall not be amended in a manner that conflicts with the By-Laws adopted by the Association.

14.4 Amendment. Notwithstanding anything to the contrary herein, no amendment to these Articles of Incorporation shall be made which materially and adversely affects the Members' rights under these Articles without the written approval of seventy-five (75%) of the Members so affected.

15. Officers. The Board shall elect as President, Secretary, Treasurer, and as many Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the current Officers, who shall serve until their successors are elected by the Board are as follows:

Kevin Powers	President
Jeremy Shapiro	Vice President/Treasurer
Andrew Fradkin	Secretary

16. Indemnification of Officers and Directors. Membership shall be established effective immediately upon becoming an Owner; provided, however, that such new Member's rights shall not become effective until the new Member presents to the Association a recorded copy of the deed of conveyance or other muniment of title conveying the title to the Lot so conveyed, and such membership shall pass with title to the Lot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot. Each and every Member shall be

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entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the Declaration and the By-Laws of the Association, as amended from time to time.

17. Transactions in Which Directors or Officers are Interested Parties. No contract or transaction between the Association and any one (1) or more of its Directors and/or Officers or Declarant, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers and/or Directors is an officer, director, or employee, or is otherwise affiliated or holds an interest in such entity (whether or not legally recognized), shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer's or Director's vote is counted for such purpose. No Director or Officer shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors 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 authorizes the contract or transaction.

18. Incorporator.

The name and address of the Incorporator is as follows:

Andrew Fradkin
PO Box 727
3323 La Mesa, Unit 6
San Carlos, CA 94070

19. Severability. Invalidation of any of the provisions of these Articles of Incorporation by judgment or court order shall in no way affect any other provision, and the remainder of these Articles of Incorporation shall thereafter remain in full force and effect.

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IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation as of the
22 day of September 2017.


Andrew Fradkin

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED:

FLORIDA COMMERCE PARK PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO
ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA HAS NAMED CORPORATION
SERVICE COMPANY, WHOSE ADDRESS 1201 HAYS STREET, TALLAHASSEE, FLORIDA
32301, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE
OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED
OFFICE.

FLORIDA COMMERCE PARK PROPERTY
OWNERS ASSOCIATION, INC.

By: 

Kevin Powers, President

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED
CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, 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.

Registered Agent:

Corporation Service Company

By: 

Date: November 10, 2017

Emily Croft
Asst. Vice President

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

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