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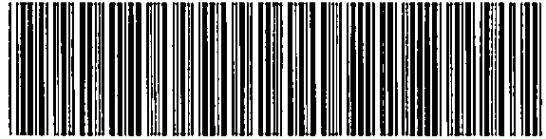
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APR 11 2019  
TALLAHASSEE, FLORIDA

19 APR -4 AM 10:53

## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** ST. LUCIE TRAIL OWNERS' ASSOCIATION, INC.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** Richard D. Percic

\_\_\_\_\_  
Name (Printed or typed)

790 Juno Ocean Walk, Suite 600

\_\_\_\_\_  
Address

Juno Beach, FL 33408-1121

\_\_\_\_\_  
City, State & Zip

(561) 713-2094

\_\_\_\_\_  
Daytime Telephone number

dpercic@jhrjpa.com

E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the articles.**

19 APR - 4 AM 10:00  
ST. LUCIE TRAIL OWNERS' ASSOCIATION, INC.

**ARTICLES OF INCORPORATION  
OF  
ST. LUCIE TRAIL OWNERS' ASSOCIATION, INC.**

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In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, as amended and renumbered from time to time, the undersigned hereby incorporates the ST. LUCIE TRAIL OWNERS' ASSOCIATION, INC., as a Florida corporation not for profit (the "Association"), for the purposes and with the powers hereinafter set forth.

*(Capitalized terms not defined in these Articles are defined in the Declaration.)*

**ARTICLE I  
NAME, PRINCIPAL ADDRESS AND MAILING ADDRESS**

- 1.1 The name of the Association is ST. LUCIE TRAIL OWNERS' ASSOCIATION, INC.
- 1.2 The street address of the principal office of the Association is 951 S.W. Country Club Drive, Port Saint Lucie, FL 34986.
- 1.3 The mailing address of the Association is 951 County Club Drive, Port Saint Lucie, FL 34986.
- 1.4 The principal address and the mailing address of the Association may be changed from time to time, in the sole discretion of the Board of Directors of the Association ("Board"); however, in no event shall the principal address and mailing address of the Association be located in any other state other than the State of Florida.

**ARTICLE II  
TERM**

The term for which this Association is to exist shall be perpetual.

**ARTICLE III  
INCORPORATOR NAME AND ADDRESS**

- 3.1 The name of the Incorporator of these Articles of Incorporation of the Association ("Articles") is Talmadge P. DeShazo. Talmadge P. DeShazo is a Manager of CGI ST. LUCIE, LLC, a Florida limited liability company ("CGI St. Lucie").
- 3.2 The principal and mailing address of the Incorporator is 951 S.W. Country Club Drive, Port Saint Lucie, FL 34986.

**ARTICLE IV  
PURPOSE OF ASSOCIATION**

- 4.1 The Association shall be the entity responsible for the operation of the St. Lucie Trail commercial/recreational properties (the "Community"), pursuant to: (a) the recorded DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ST. LUCIE TRAIL COMMERCIAL/RECREATIONAL COMMUNITY to which these Articles are attached (the

**"Declaration")** and all duly adopted and recorded amendments, supplements and exhibits thereto; (b) these Articles; (c) the Bylaws of the Association (**"Bylaws"**); and (d) the Rules and Regulations (**"Rules"**) adopted under the authority of the Declaration, these Articles or the Bylaws (hereinafter, the Declaration, these Articles, the Bylaws and the Rules may be collectively referred to as the **"Governing Documents"**).

4.2 The purpose for which the Association is organized is to: (a) maintain, operate and manage the Community, including the real and personal property (owned or leased) by the Association, including, but not limited to: (i) Improvements located on portions of the Common Area and the Association Easements; (ii) the Common Area, the Association Easements and other portions of the Community for which the Association is responsible; and (iii) all easements and rights appurtenant to the Common Area, the Association Easements, Association Easement Improvements and other portions of the Community for which the Association is responsible; and (iv) other real or personal property owned or leased by the Association intended for use in connection with the Community; and (b) own portions of, operate, lease, sell, trade and otherwise deal with the Community, the Common Area, the Association Easements, Association Easement Improvements and other portions of the Community for which the Association is responsible now or in the future in accordance with the terms, covenants, conditions and restrictions established by the Governing Documents, as amended and supplemented from time to time.

## **ARTICLE V PLAN OF DEVELOPMENT**

5.1 Because the Community was developed by others, CGI St. Lucie intends to establish the Community on property CGI St. Lucie owns in the City of Port Saint Lucie, Saint Lucie County, Florida.

5.2 In conjunction with the recording of the Declaration, the lands comprising the Community were dedicated and depicted on the ST. LUCIE WEST PLAT NO. 197, to be recorded in the Public Records of Saint Lucie County, Florida (the **"Plat"**).

5.2 The Community consists of the following Tracts and Parcels dedicated by, and depicted on the Plat: (a) Tract A dedicated to the Association as Common Area for vehicular and pedestrian access, ingress, egress, drainage, utilities, trash collection, parking and other permitted uses over the entrance roadway and parking area; (b) Tract B dedicated to the Association as Common Area for golf cart travel and parking, pedestrian access, ingress, egress, utilities and other permitted uses; (c) the Clubhouse Parcel dedicated for use as a clubhouse and other permitted commercial uses; (d) the Pool Parcel dedicated for use as a swimming pool, swimming pool deck, spa and other permitted recreational uses; (e) the Tennis Parcel dedicated for use of a tennis court, tennis building/pro shop and other permitted recreational uses; and (f) other Common Area and Association Easements.

## **ARTICLE VI ASSOCIATION POWERS**

6.1 The Association through the Association's Board shall have all of the powers and duties established by the Declaration, the Bylaws, the Non-Profit Act and the following powers specifically enumerated in these Articles to:

(a) Make, establish and enforce reasonable Rules governing the use of: (i) the Common Area and the Association Easements; and (ii) any other portions of the Community for which the Association is responsible;

(b) Make, levy, collect and enforce Assessments, Capital Assessments, Special Assessments and Charges, in order to provide funds for: (i) the payment of Common Expenses of the Association and other expenses in the manner provided in the Governing Documents; (ii) the maintenance, operation and management of the Community; and (iii) the exercise of the powers and duties of the Association;

(c) Lease, maintain, repair and replace the Common Area, the Association Easements, portions of the Community for which the Association is responsible and other real and personal property for which the Association is responsible;

(d) Acquire title to real or personal property or otherwise hold, convey, lease and mortgage the Common Area, the Association Easements, other portions of the Community for which the Association is responsible and other real or personal property of the Association for the use and benefit of the Association's Members;

(e) Enter into agreements with governmental entities, agencies and quasi-governmental entities and agencies;

(f) Maintain, manage, repair, replace and operate the Community, the Common Area, the Association Easements and any other portions of the Community for which the Association is responsible in accordance with the Governing Documents;

(g) Reconstruct the Common Area Improvements, the Association Easement Improvements or any other portions of the Community for which the Association is responsible in the event of casualty or other loss;

(h) Enforce by legal means the provisions of the Governing Documents;

(i) Employ personnel, retain independent contractors and professional personnel;

(j) Enter into service contracts to provide for the maintenance, operation and management of the Community, the Common Area, the Association Easements and any other portions of the Community for which the Association is responsible;

(k) Enter into any other agreements consistent with the purposes of the Association, including, but not limited to: (i) agreements for the management of the Community, which agreements shall be entered into only with community association managers licensed pursuant to Florida Statutes Section 468.431, et seq., as amended and renumbered from time to time; and (ii) agreements to acquire possessory or use interests in real property and to provide in such agreements that the expenses of said real property and any improvements in, on or about such real property, including taxes, insurance, utility expenses, maintenance and repairs shall be Common Expenses of the Community;

(l) Purchase Parcels and/or the Golf Club and acquire and hold, lease, mortgage and convey such Parcels and/or the Golf Club, including the right to purchase Parcels and/or the Golf Club at foreclosure sale resulting from the Association's foreclosure of the Association's lien for unpaid Assessments or to take title by deeds-in-lieu of foreclosure;

(m) Grant, modify or move any Association Easement without the joinder of any Member if the Association Easement benefits more than one (1) of the Parcels and/or the Golf Club and constitutes a part of or crosses the Common Area or any other Association Easement;

(n) Sue or be sued and appear and defend in all actions and proceedings to the same extent as a natural person in the Association's name;

(o) Pay taxes and assessments which are or may become liens against the Common Area, the Association Easements or any other portions of the Community for which the Association is responsible and assessing the same against the Members;

(p) Purchase and carry insurance for the protection of Members and the Association against casualty and liability in accordance with the Governing Documents and acquire insurance policies to insure the Common Area, the Association Easements and other portions of the Community for which the Association is responsible and to allocate the premiums in a fair and equitable manner;

(q) Pay all costs of power, water, sewer and other utility services rendered to the Common Area, the Association Easements and other portions of the Community for which the Association is responsible, which are not billed directly to Owners;

(r) Hire, remunerate and retain such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association;

(s) Engage in mandatory, non-binding arbitration pursuant to the procedures set forth in Florida Statutes Section 718.1255 and the rules adopted thereunder, as amended and renumbered from time to time, for the settlement of internal disputes arising between the Members, the Association or their respective agents and assigns;

(t) Obtain competitive bids for materials, equipment and services where required by the Bylaws;

(u) Institute, maintain, settle or appeal actions or hearings in the Association's name on behalf of all Members concerning matters of common interest to the Members, including, but not limited to, the Common Area, the Association Easements and other portions of the Community for which the Association is responsible, Improvements for which the Association is responsible and mechanical, electrical and plumbing elements serving an Improvement for which the Association is responsible;

(v) Protest ad valorem taxes on Common Area, the Association Easements, other portions of the Community for which the Association is responsible and commonly-used facilities;

(w) Defend actions in eminent domain or to bring inverse condemnation actions; however, before commencing any litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000.00, the Association must first obtain the affirmative approval of the Members holding a majority of Factor Amounts at a meeting of the Members at which a quorum has been attained;

(x) Convey any portion of the Common Area or the Association Easements to a condemning authority in order to provide utility easements, right-of-way expansion or other public purposes, whether negotiated or resulting from eminent domain proceedings; and

(y) Perform all other powers granted to Florida corporations not for profit as more particularly set forth in Florida Statutes Section 617.0302.

6.2 A Member of the Association has no authority to act on behalf of or for the Association by reason of being a Member of the Association.

## **ARTICLE VII MEMBERS**

7.1 Upon the filing of these Articles, but prior to the sale of the first Parcel to a Parcel Owner other than CGI St. Lucie, the sole Member of the Association shall be CGI St. Lucie.

7.2 Except as set forth in Section 7.1 above, membership in the Association shall be established by: (a) the acquisition of title to a Parcel, as evidenced by the recording of a deed or other instrument of conveyance in the Public Records of Saint Lucie County, Florida ("**Public Records**"), whereupon the membership of the prior Parcel Owner shall terminate as to that Parcel; and (b) ownership of the Golf Club as evidenced by the recording of a deed or other instrument of conveyance in the Public Records.

7.3 No Member may assign, hypothecate or transfer in any manner membership or any Factor Amount in the funds and assets of the Association, except as an appurtenance to a Parcel or the Golf Club.

## **ARTICLE VIII FIRST BOARD OF DIRECTORS**

8.1 The names and addresses of the persons appointed by CGI St. Lucie to serve as the First Board are:

<u>Name</u>	<u>Address</u>
Talmadge P. DeShazo	951 S.W. Country Club Drive Port Saint Lucie, FL 34986
R. Danny Mays	951 S.W. Country Club Drive Port Saint Lucie, FL 34986
Karyn Boyd	915 S.W. Country Club Drive Port Saint Lucie, FL 34986.

8.2 The First Board shall serve at the discretion of CGI St. Lucie until the Initial Election Meeting when the Members of the Association shall elect two (2) members of the Board and the Golf Club owner shall appoint one (1) member to the Board. Thereafter, the election and appointment of Directors is governed by the Bylaws.

## **ARTICLE IX FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are:

President:	Talmadge P. DeShazo
Vice President:	R. Danny Mays
Secretary:	Karyn Boyd
Treasurer:	R. Danny Mays.

## **ARTICLE X INDEMNIFICATION**

Every Director and every officer of the Association (and the Directors and/or officers as a group) (individually, "**Indemnitee**" or collectively "**Indemnites**") shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, paralegal charges and court costs (at all trial and appellate levels) reasonably incurred by or imposed upon Indemnites in connection with any proceeding, litigation or settlement in which Indemnites may become involved by reason of Indemnites being or having been a Director and/or officer of the Association. The foregoing provisions for indemnification shall apply whether or not Indemnites are Directors and/or officers at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as being in the best interest of the Association. In instances where an Indemnitee admits or is adjudged to have engaged in willful misfeasance or malfeasance in the performance of such Indemnitee's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to, and not exclusive of, any and all rights of indemnification to which Indemnites may be entitled whether by statute or common law. The indemnification hereby afforded to Indemnites shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors and/or officers, including, but not limited to CGI St. Lucie.

## **ARTICLE XI BYLAWS**

The Bylaws shall be adopted by resolution of the First Board and thereafter may be altered, amended or rescinded pursuant to the terms of Article XXVI of the Bylaws. In the event of a conflict between these Articles and the Bylaws, the provisions of these Articles shall control.

## **ARTICLE XII EMERGENCY POWERS**

12.1 The Board, in response to damage caused by an event for which a state of emergency is declared pursuant to Florida Statutes Section 252.36 in the area encompassed by the Community, may exercise the following powers:

(a) Conduct Board or meetings of the Members after notice of the meetings and decisions of the Board are provided in as practicable a manner as possible, including, but not limited to, publication, radio, United States mail, the internet, public service announcements, conspicuous posting in the Common Areas, the Association Easements or any other means the Board deems appropriate under the circumstances;

(b) Cancel and reschedule an Association meeting;

(c) Designate assistant officers who are not Directors; and if the President and/or Vice President is/are incapacitated or unavailable, an assistant officer has the same authority during the state of emergency as the President and/or Vice President such assistant officer assists;

(d) Relocate the Association's principal office or designate an alternative principal office;



(e) Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal;

(f) Implement a disaster plan before or immediately following the event for which a state of emergency is declared, which may include, but is not limited to, as applicable, turning on or shutting off electricity, water, sewer or security systems for Common Area Improvements and Association Easement Improvements;

(g) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine: (i) any portions of the Common Area or the Association Easements, other portions of the Community for which the Association is responsible or Parcels unavailable for entry or occupancy by Parcel Owners, tenants, officers, managers, members, employees or invitees to protect their respective health, safety or welfare; or (ii) whether the Common Area, the Association Easements, other portions of the Community for which the Association is responsible and Parcels can be safely inhabited or occupied; however, such determination is not conclusive as to any determination of habitability pursuant to the Declaration;

(h) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry or other fixtures on or within the Common Area, the Association Easements or other portions of the Community for which the Association is responsible;

(i) Notwithstanding a provision to the contrary and regardless of whether such authority does not specifically appear in the Declaration, without a vote of the Members: (i) levy special Assessments; and (ii) borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient. This Section 12(i) does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the Governing Documents.

12.2 The authority granted under Section 12.1 is limited to that time reasonably necessary to protect the health, safety and welfare of the Association, the Members and the Members tenants, officers, managers, members, employees or invitees and to mitigate further damage and make emergency repairs.

### **ARTICLE XIII AMENDMENTS**

13.1 These Articles may be amended by the affirmative vote of a majority of the Board.

13.2 These Articles shall not be revised or amended by reference to title or number. Proposals to amend these Articles shall contain the full text of the Articles to be amended. New words shall be inserted and the inserted text underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that the procedures set forth above would hinder rather than assist the understanding of the proposed amendment, underlining and hyphens as indicators of words added or deleted may be omitted, but, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Article. *See* Article \_\_\_\_ for present text."

13.3 An amendment may not materially and adversely alter the proportionate Voting Interest appurtenant to a Parcel or the Golf Club, unless the record Parcel Owner or the record Golf Club owner and all record owners of liens on the Parcel or the Golf Club join in the execution of the amendment. For

purposes of this Section 13.3: (a) a change in quorum requirements is not an alteration of Voting Interests; and (b) the merger or consolidation of one (1) or more associations under a plan of merger or consolidation under Part I of Chapter 607 or Chapter 617 is not a material or adverse alteration of the proportionate Voting Interest appurtenant to a Parcel or the Golf Club.

13.4 No modification or amendment to these Articles shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage encumbering any Parcel or the Golf Club or the validity of such mortgage.

13.5 Within thirty (30) days after recording an amendment to these Articles, the Association shall provide copies of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before the Members vote on the amendment and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that: (a) the amendment was adopted, identifying the location where the amendment to these Articles may be located; and (b) a copy of the amendment is available at no charge to the Member upon written request to the Association or the Association's designee. The copies and notice described in this Section 13.5 may be electronically transmitted to those Members who previously consented to receive notice electronically pursuant to the Bylaws. The failure to timely provide notice of the filing of the amendment does not affect the validity or enforceability of the amendment.

13.6 Consent or joinder of mortgagees is only required when amendments to these Articles adversely affect: (a) the priority of a mortgagee's lien; (b) a mortgagee's right to foreclose a mortgage lien; or (c) otherwise materially affects the rights and interests of the mortgagees.

13.7 In securing consent or joinder of mortgagees when required, the Association is entitled to rely upon the Public Records to identify the holders of outstanding mortgages. The Association may use the address provided in the original recorded mortgage document, unless there is a different address for the holder of the mortgage in a recorded assignment or modification of the mortgage, which recorded assignment or modification must reference the Official Records Book and Page number of the Public Records in which the original mortgage was recorded. Once the Association has identified the recorded mortgages of record, the Association shall, in writing, request of each Member whose Parcel or the Golf Club is encumbered by a mortgage of record any information that the Member has in his or her possession regarding the name and address of the person to whom mortgage payments are currently being made. Notice shall be sent to such person if the address provided in the original recorded mortgage document is different from the name and address of the mortgagee or assignee of the mortgage as shown by the Public Records. The Association is deemed to have complied with this requirement by making the written request of the Member required under this Section 13.7. Any notices required to be sent to the mortgagees under this Section 13.7 shall be sent to all available addresses provided to the Association.

13.8 Any notice to the mortgagees required under Sections 13.6 through 13.10, inclusive, may be sent by a method that establishes proof of delivery and any mortgagee who fails to respond within sixty (60) days after the date of mailing is deemed to have consented to the amendment.

13.9 In the event mortgagee consent is provided other than by properly recorded joinder, such mortgagee consent shall be evidenced by affidavit of the Association recorded in the Public Records.

13.10 Any amendment adopted without the required consent of a mortgagee is voidable only by a mortgagee who was entitled to notice and an opportunity to consent. An action to void an amendment is subject to the statute of limitations beginning five (5) years after the date of discovery as to the

amendments described in Sections 13.6 through 13.10, inclusive, and five (5) years after the date of filing of the amendment for all other amendments.

13.11 Non-material errors or omissions in the approval process will not invalidate an otherwise properly promulgated amendment to these Articles.

13.12 All references to Florida Statutes Sections and Chapters contained in these Articles shall include the Florida Statutes Sections and Chapters referenced in these Articles together with any renumbering of such Florida Statute Sections and Chapters.

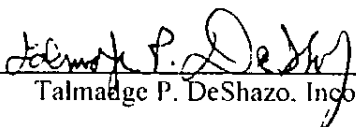
13.13 While not applicable to this Association, all amendments to the HOA Act and the Florida Regulations that become effective after the date of approval of these Articles by the Board, which conflict with the terms of these Articles, shall modify any applicable conflicting terms of these Articles only upon: (a) authorization by written resolution of the Board approving such amendment; and (b) recording of such resolution in the Public Records.

#### ARTICLE XIV REGISTERED AGENT AND REGISTERED OFFICE

14.1 The initial registered agent of the Association is JECK, HARRIS, RAYNOR & JONES, P.A.

14.2 The street address of the initial registered office of the Association is 790 Juno Ocean Walk, Suite 600, Juno Beach, FL 33408-1121.

**IN WITNESS WHEREOF**, the Incorporator has hereunto affixed the Incorporator's signature on this 3rd day of April, 2019.

  
Talmadge P. DeShazo, Incorporator

Address of Incorporator:

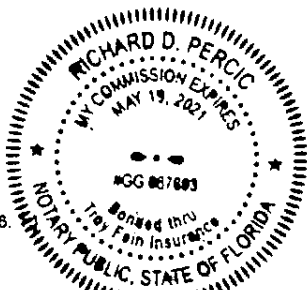
951 S.W. Country Club Drive  
Port Saint Lucie, FL 34986

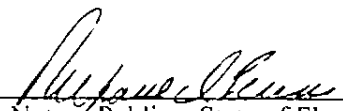
STATE OF FLORIDA  
COUNTY OF SAINT LUCIE

**I HEREBY CERTIFY** that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Talmadge P. DeShazo to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and the Incorporator acknowledged before me that the Incorporator executed the same for the purposes therein expressed. Talmadge P. DeShazo is ☒ personally known to me or ☐ produced a driver's license as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of April, 2019.

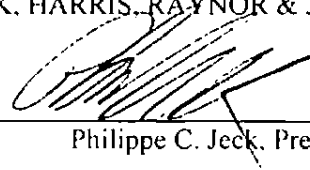
[Notary Seal]



  
Notary Public – State of Florida  
Printed Name: RICHARD D. PERCIC  
My Commission Expires: 5/19/2021

The undersigned hereby accepts the designation of Registered Agent of ST. LUCIE TRAIL OWNERS' ASSOCIATION, INC., as set forth in Section 14.1 of these Articles and acknowledges that the undersigned is familiar with and accepts the obligations imposed upon registered agents under the Florida Not for Profit Corporation Act.

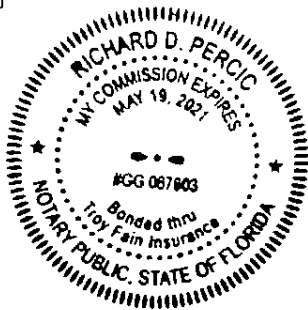
JECK, HARRIS, RAYNOR & JONES, P.A.

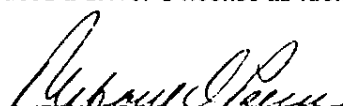
  
Philippe C. Jeck, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of April, 2019, by Philippe C. Jeck, as President of JECK, HARRIS, RAYNOR & JONES, P.A., as Registered Agent. Philippe C. Jeck is ☒ personally known to me or ☐ produced a driver's license as identification.

[Notary Seal]



  
Notary Public – State of Florida

Printed Name: RICHARD D PERCIC

My Commission Expires: 5/19/2021

NOTARIZED  
19 APR - 4 AM 10:53  
STATE OF FLORIDA