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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Stillwater North Commercial Property Owners Associat**

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**ARTICLES OF INCORPORATION  
FOR  
STILLWATER NORTH COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.,  
a Florida not-for-profit corporation**

The undersigned incorporator by these Articles of Incorporation associates itself for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopts the following Articles of Incorporation:

**ARTICLE 1  
NAME**

1. **Name.** The name of the corporation shall be **STILLWATER NORTH COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.** For convenience, STILLWATER NORTH COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, shall be referred to in this Instrument as the "**Association**," these Articles of Incorporation as the "**Articles**," and the Bylaws of the Association as the "**Bylaws**."

**ARTICLE 2  
DEFINITIONS**

2. **Definitions.** All capitalized but undefined terms used in these Articles shall have the same definitions and meanings as those set forth in the COMMERCIAL DECLARATION FOR STILLWATER (the "**Declaration**") to be recorded in the Public Records of St. Johns County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 3  
PURPOSE**

3. **Purpose.** The purposes for which the Association is organized are as follows:
- 3.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
  - 3.2 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.
  - 3.3 To promote the welfare of the Members of the Association and the uniform development of the Parcels within the Land which is to be developed as a master planned, commercial development (the "**Project**") known as "Stillwater Commercial Project," as authorized by the Declaration, these Articles, and the Bylaws.

**ARTICLE 4  
POWERS**

4. **Powers.** The powers of the Association shall include and be governed by the following:
- 4.1 All of the common-law and statutory powers of a corporation not-for-profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, or the Bylaws.
  - 4.2 The powers of the Association shall be subject to and shall be exercised in accordance with Chapter 617, Florida Statutes, as it exists on the date hereof, as applicable, the provisions hereof and of the Declaration and the Bylaws.
  - 4.3 To make and collect assessments and other charges against each Owner, as owners of Parcels and to use the proceeds thereof in the exercise of its powers and duties.

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4.4 To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

4.5 To maintain, repair, replace, reconstruct, add to and operate the Common Areas and other property maintained, acquired or leased by the Association.

4.6 To purchase insurance for the Common Areas and insurance for the protection of the Association, its Board of Directors, Officers, and Owners.

4.7 To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Project.

4.8 To approve or disapprove the leasing, transfer, ownership and possession of Parcels as may be provided by the Declaration.

4.9 To enforce, by legal means, the provisions of the Declaration, these Articles, the Bylaws, and the rules and regulations.

4.10 To contract for the management and maintenance of the Common Areas and to authorize a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and regulations, and maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association, including all Officers of the Board, shall, however, retain at all times the powers, and duties granted by the Declaration, including but not limited to the making of assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

4.11 To engage personnel to perform the services required for the proper operation of the Association and the Common Areas.

4.12 To sue and be sued.

4.13 The powers and duties set forth in the Declaration.

4.14 To operate and maintain the Master Drainage System. The Association shall operate, maintain and manage the Master Drainage System in a manner consistent with the Water Management District permit requirements and applicable Water Management District rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the Master Drainage System. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Master Drainage System.

#### ARTICLE 5 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5. Membership. The members of the Association ("Members") shall mean all those Owners who are holders of membership interests in the Association, as such interests are set forth in Article III of the Declaration.

5.1 Assignment. Each Member's share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

5.3 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meetings.

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# **ARTICLE 6 MEMBERS OF THE BOARD**

6. Members of the Board. The affairs of the Association shall be managed by a Board consisting of not less than three (3) members, nor more than five (5) members, and which shall always be an odd number. The number of members of the Board shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) members of the Board. The names and addresses of the initial members of the Board who shall hold office until their successors are elected or appointed, or until removed, are as follows:

NAME	ADDRESS
Scott Keiling	9440 Phillips Highway, Suite 7 Jacksonville, Florida 32256
Zenzi Rogers	9440 Phillips Highway, Suite 7 Jacksonville, Florida 32256
Joe Panchula	9440 Phillips Highway, Suite 7 Jacksonville, Florida 32256

6.1 Any member of the Board may be removed, and vacancies on the Board shall be filled, in the manner provided by the Bylaws.

6.2 All of the duties and powers of the Association existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required.

# **ARTICLE 7 OFFICERS**

7. Officers. The "Officers" of the Association shall be President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The Officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of Officers for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the Board are as follows:

President:	Scott Keiling
Vice President	Zenzi Rogers
Treasurer/Secretary	Joe Panchula

# **ARTICLE 8 INDEMNIFICATION**

8. Indemnification of Officers, Members of the Board or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the Board, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such

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Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

8.1 To the extent that a member of the Board, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Section 8, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonable incurred by him in connection therewith.

8.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding; and the members of the Board, Officer, employee or agent shall repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article.

8.3 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, Officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

8.4 The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the Board, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a member of the Board, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

#### ARTICLE 9 BYLAWS

9. 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 in the Bylaws and the Declaration.

#### ARTICLE 10 AMENDMENTS

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

10.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant which may be withheld for any reason whatsoever. 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. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members without the approval of all Members.

10.2 Amendments During Class "B" Membership. For so long as Declarant is the Class "B" Member, but subject to the general restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any Person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In

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the event that the Association shall desire to amend these Articles during the period the Declarant is the Class "B" Member, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the period the Declarant is the Class "B" Member. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records of the County.

10.3 Amendments From and After the Class "B" Membership. After the period the Declarant is the Class "B" Member, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. A quorum for any meeting of the members for the purpose of adopting amendments after the period of Class "B" membership shall be established by the presence, in person or by proxy, of the members entitled to cast twenty percent (20%) of the total voting interests of the Members.

10.4 Compliance with Governmental Agencies. During the period the Declarant is the Class "B" Member, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by the Water Management District or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Class "B" membership period, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by the Water Management District or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

#### ARTICLE 11 TERM

11. Term. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. 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 its 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 and the Project. If the Association ceases to exist, the responsibility for the operation and maintenance of the Master Drainage System must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2018), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by Water Management District prior to such termination, dissolution, or liquidation.

[Signatures on the Following Page]

**ARTICLE 12  
INCORPORATOR**

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, begin the Incorporator of this Association, has executed these Articles of Incorporation this 14<sup>th</sup> day of June, 2019.



Christian F. O'Ryan, Esq.  
Incorporator  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

**ARTICLE 13  
PRINCIPAL ADDRESS OF ASSOCIATION**

The principal office of the Association shall be 9440 Philips Highway, Suite 7, Jacksonville, Florida 32256, or such other place as may subsequently be designated by the Board of Directors.

**ARTICLE 14  
REGISTERED AGENT**

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 14<sup>th</sup> day of June, 2019

STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.



By: Christian F. O'Ryan, Esq.

Registered Office:  
401 E. Jackson Street, Suite 2100  
Tampa, Florida 33602

Principal Corporation Office:  
9440 Philips Highway, Suite 7  
Jacksonville, Florida 32256