

N19000011777

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

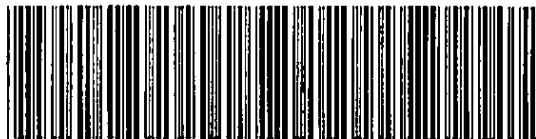
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100335473231

10/23/19--01013--002 **78.75

2019 OCT 23 PM 1:15
SECRETARY OF STATE
TALLAHASSEE, FL

FILED

N CULLIGAN

NOV - 8 2019

BRYANT, HIGBY & BARR, CHARTERED
ATTORNEYS AT LAW

833 HARRISON AVENUE (32401)

POST OFFICE BOX 860

PANAMA CITY, FLORIDA 32402-0860

(850) 763-1787

FAX (850) 764-9361

ROWLETT W. BRYANT
OF COUNSEL

LYNN C. HIGBY
(1938-1992)

www.bryanthigby.com

CLIFFORD C. HIGBY
KEVIN D. BARR
J. CHRISTOPHER BARR

October 22, 2019

By FedEx

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

Re: Articles of Incorporation of Beach Business Park Association, Inc.

Dear Sir/Madam:

Please find enclosed for filing with the Department of State, Division of Corporations the completed cover letter and the original (plus one copy) of the Articles of Incorporation of Beach Business Park Association, Inc. Also, enclosed is our firm's check No.: 6526 in the amount of \$78.75 which represents the filing fee and Certificate of Status.

Should you need any additional information, please contact me at the phone number listed above or by email at cbarr@bryanthigby.com. Thank you for your time and attention to this matter.

Sincerely,
BRYANT, HIGBY, & BARR, CHARTERED



J. Christopher Barr, Esq.

JCB/jka
enclosure as stated

COVER LETTER

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

SUBJECT: Beach Business Park 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: J. Christopher Barr
Name (Printed or typed)

P.O. Box 860
Address

Panama City, FL 32402
City, State & Zip

850-763-1787
Daytime Telephone number

cbarr@bryanthighby.com
E-mail address: (to be used for future annual report notification)

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

FILED

2019 OCT 23 PM 1:15

SECRETARY OF STATE
TALLAHASSEE, FL

**ARTICLES OF INCORPORATION
OF
BEACH BUSINESS PARK
ASSOCIATION, INC.**

The undersigned hereby makes, subscribes, acknowledges, and files with the Florida Department of State these Articles of Incorporation for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes (the "Act") and certifies as follows:

ARTICLE 1 – NAME

The name of this non-profit corporation is Beach Business Park Association, Inc. (the "Association").

ARTICLE 2 – ADDRESS

The street and mailing address of the Association's initial principal office is 2104 Thomas Drive, Panama City Beach, FL 32408.

ARTICLE 3 – DEFINITIONS.

The definition of all terms set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements of Beach Business Park (the "Declaration") are by reference incorporated herein and shall have the meanings as set forth in that document. Reference to the terms "Member" or "Members" and the percentage of votes required for any action shall in all instances refer to the Lot Owners and the percentage vote of the Lots necessary to take such action, unless it is otherwise provided.

ARTICLE 4 – PURPOSES

The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members and is formed for the following purposes:

To be and constitute the Association to which reference is made in the Declaration to promote the health, safety and welfare of the Lot Owners within Beach Business Park Subdivision and the preservation of all Common Properties appurtenant to the ownership of a Lot including:

- A. The ownership, acquisition, and maintenance of the "Common Properties," and improvements for the benefit of Lot Owners.
- B. The discharge of all obligations of the Declarations of Covenants, Conditions, Restrictions, and Easements of Beach Business Park (the "Declaration").
- C. The enforcement of any and all covenants, restrictions and conditions of said Declaration.

D. The discharge of such further actions deemed convenient or desirable to the purposes hereof by the Board.

ARTICLE 5 - POWERS

In furtherance of its purposes, the Association shall have the following powers, which unless indicated otherwise by the Declaration or the Association's Bylaws, may be exercised by the Association's Board of Directors:

A. all of the powers conferred upon corporations not-for-profit by common law and Florida statutes in effect from time to time, including, without limitation, the power to sue and be sued; and

B. all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, and the Declaration including, without limitation the following:

(i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Declaration by any lawful means; to pay all expenses in connection therewith and all, administrative and other expenses incident to conducting the business of the Association in pursuit of its purpose(s) including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(ii) to manage, control, operate, maintain, repair, and improve the common areas and properties, any property subsequently acquired by the Association, and any property owned by another for which the Association, by rule, regulation, declaration, or contract has a right or duty to provide such services;

(iii) to make rules and regulations and to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;

(iv) to engage in activities that will actively foster, promote, and advance the common interests of all owners of the property subject to the Declaration;

(v) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real or personal property of all kinds and any right or interest therein for any purpose of the Association;

(vi) to borrow money for any purpose subject to such limitations as may be contained in the Declaration or Bylaws;

(vii) to enter into, make, perform, and enforce contracts of every kind and description including contracts for services, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, person, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms or individuals;

(ix) to adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the Association's affairs; provided, any amendment is subject to Member approval when required by the Declaration, the Bylaws, or these Articles, and such Bylaws may not be inconsistent with or contrary to any provision of the Declaration;

(x) to provide any and all supplemental services to Beach Business Park and its owners as may be necessary and desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights that may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

ARTICLE 6 – MEMBERS

The Association shall be a membership corporation without certificates or shares of stock. The Association will have two classes of membership:

A. Class A Membership. Each Owner, including the Developer after the Termination Date (hereafter defined), will automatically be a Class A Member of the Association upon the recording of a document transferring title of any portion of the Total Property to that person. Class A Membership is appurtenant to the ownership of each Lot and will not be separable from the ownership of any Lot. If there is more than one Owner of the Lot, there will nonetheless be only one vote allocated to that Lot.

B. Class B Membership. The Developer will be the sole Class B Member of the Association, provided that said Class B Membership will cease and terminate upon the earlier of:

- (i) the delivery by Developer to the Association of written notice that Developer irrevocably terminates and cancels his Class B Membership;
- (ii) upon the sale of 100% of the Lots identified on the Plat;
- (iii) the Developer abandoning or deserting its responsibility to maintain and complete the infrastructure as disclosed herein. There is a rebuttable presumption of abandonment if the Developer has unpaid assessments or guaranteed amounts of assessments for a period of more than 2 years;
- (iv) the Developer filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;
- (v) the Developer losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or
- (vi) a receiver for the Developer being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the association or its members.

(The earlier of such dates is hereafter called the "Termination Date," and the period of time during which the Developer is a Class B Member is hereafter referred to as the "Class B Control Period.")

A transfer or change in membership in the Association shall be established by recording in the Official Records of Bay County, Florida, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a member of the Association and the membership of the prior Owner shall terminate. Members other than the Developer are entitled to elect at least one member of the Board of Directors of the Association if 50% of the Lots in the Plat have been conveyed to Members other than the

Developer.

ARTICLE 7 - BOARD OF DIRECTORS

A Board of Directors shall conduct, manage, and control the Association's business affairs. The Board may delegate its operating authority to such companies, individuals, or committees as it, in its discretion, may determine. The initial Board of Directors shall consist of two (2) Directors. The affairs of the Corporation shall be managed by a Board of not less than one (1) nor more than five (5) Directors, each of whom shall serve for a one-year term. All Directors must be members of the Association. Upon turnover of control of the Association to the Lot Owners, the Board of Directors shall be elected in accordance with the By-Laws.

The names and addresses of the persons who shall serve as the initial Directors until his or her resignation or the election of his or her successor is:

<u>NAME</u>	<u>ADDRESS</u>
Steve Counts	2104 Thomas Drive Panama City Beach, FL 32408
Christopher McCall	2104 Thomas Drive Panama City Beach, FL 32408

ARTICLE 8 LIABILITY OF DEVELOPER

No director of the Association, including any director appointed by the Developer, shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as director, if such person acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in and of itself create a presumption that the director did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association or that the or she had reasonable cause to believe that his or her conduct was unlawful. NO amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

The Association shall indemnify any person who was or is a part or is threatened to be made a part 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 director, 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, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor 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, that he had reasonable cause to believe his conduct was unlawful, and (b) the court hearing the matter further rules that indemnification should be denied.

To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. 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 upon receipt of an agreement by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue in favor of a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, to protect such person against any liability asserted against him or incurred by him in any such capacity, or arising out of his status in such a capacity, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article. Anything to the contrary notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 9 – AMENDMENTS

The Developer may amend these Articles consistent with the provisions of the Declaration until control of the Association is turned over to its Class A Members. Thereafter, amendments to these Articles may be proposed and adopted upon a resolution duly adopted by the Board of Directors and the affirmative vote or written consent of Members representing at least 67 percent of the total votes of the Association. No amendment may be in conflict with the Declaration and no amendment shall be effective to impair or dilute any rights of the Members granted under the Declaration.

ARTICLE 10 – EXISTENCE; DISSOLUTION

The Association is intended to have perpetual existence, unless dissolved in accordance with the procedures set forth in the Act. Upon dissolution or final liquidation, or if otherwise permitted by law, upon partial liquidation of the Association, any assets remaining after the satisfaction of all debts of the Association shall be distributed in accordance with a plan of distribution recommended by the Board of Directors and approved (a) at a duly called meeting of the Association by members entitled to cast at least a majority of the votes which the Members present at such meeting or represented by proxy are entitled to cast, and (b) by the Developer, if

such dissolution is proposed prior to Developer transfer of control of the Association to the Class A Members.

ARTICLE 11- THE INCOPORATOR

The name and address of the Incorporator of the Association is:

Thomas Drive Office, LLC, a Florida limited liability company
2104 Thomas Drive
Panama City Beach, FL 32408

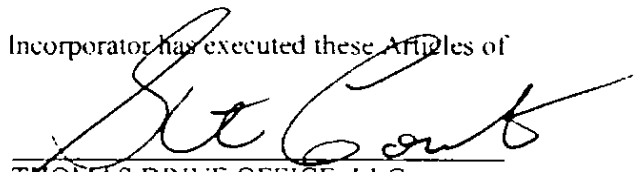
ARTICLE 12 - INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The initial principal office of this Corporation shall be 2104 Thomas Drive, Panama City Beach, FL 32408, with the privilege of having its office and branch offices at other places within or without the state of Florida. The initial registered agent shall be J. Christopher Barr, Esq., attorney at law, 833 Harrison Avenue, Panama City, Florida 32401.

ARTICLE 13 – TRANSACTIONS WITH CORPORATIONS

No contract or other transaction between the Association and any other corporation, and no other contract or transaction of the Association, shall in any way be affected or invalidated by the fact that any director or officer of the Association has a pecuniary or other interest in any other corporation or is a director or officer of any other corporation. Any director or officer individually, or any firm of which any director or officer may be a member, may be a party to or may be pecuniarily or otherwise interested in any contract or transaction of this corporation, provided that the fact that he or she or the firm is so interested shall be disclosed or shall have been known to the Board of Directors. Any director or officer of the Association who is also a director or officer of any other corporation or member of any other firm, or who is so interested, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association that shall authorize any contract or transaction, with like force and effect as if the person were not an officer or director of any other corporation or member of any other firm, or not so interested.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 21st day of October, 2019.


THOMAS DRIVE OFFICE, LLC
A Florida limited liability company
By: Steve Counts
Its: Managing Member

ACCEPTANCE OF REGISTERED AGENT

The undersigned, being the person named in the Articles of Incorporation of Beach Business Park Association, Inc., a Florida Not-For-Profit corporation as registered agent hereby consents to accept service of process for the above stated company at the place designated in the Articles of Incorporation and accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his or her duties, and is familiar with and accepts the obligations of the positions of registered agent.



Name: J. Christopher Barr
Bryant, Higby & Barr Chartered
Registered Agent
Address: 833 Harrison Ave
Panama City, FL 32401

2019 OCT 23 PM 1:15
SECRETARY OF STATE
TALLAHASSEE, FL

FILED