

N200000680053
Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H20000068005 3)))



H200000680053ABCV

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
Account Number : 076077002775
Phone : (407) 246-8678
Fax Number : (407) 645-3728

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: JMSCHRIM @ GMAIL.COM

**FLORIDA PROFIT/NON PROFIT CORPORATION
WARM SPRINGS COMMERCIAL PROPERTY OWNERS
ASSOCIATION,**

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

MAR 03 2020

T. SCOTT

RECEIVED
2020 FEB 28 PM 3:31
DIVISION OF CORPORATIONS

**ARTICLES OF INCORPORATION OF
WARM SPRINGS COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida law, the undersigned Incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is WARM SPRINGS COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE II
DEFINITIONS**

Unless otherwise provided in these Articles of Incorporation, all terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for Warm Springs Commercial recorded or to be recorded in the Public Records of Sumter County, Florida, as it may be amended and/or supplemented from time to time (hereinafter called the "Declaration").

**ARTICLE III
PRINCIPAL OFFICE OF THE ASSOCIATION**

The principal place of business and the mailing address of the Association is: 600 E. Colonial Drive, Suite 100, Orlando, Florida 32803. The Association may change its principal place of business or the mailing address of the Association, or both, from time to time, without having to amend these Articles of Incorporation.

**ARTICLE IV
REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Association shall be 600 E. Colonial Drive, Suite 100, Orlando, Florida 32803, and the initial registered agent of the Association shall be Jacob M. Schrimsher. The Association may change its registered agent or the location of its registered office, or both, from time to time, without having to amend these Articles of Incorporation.

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

Section 1 Purpose. The purposes for which the Association is organized are as follows:

(a) To operate as a corporation not for profit pursuant to Chapter 617 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered

from time to time. The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, Directors or Officers.

(b) To administer, enforce and carry out the terms, conditions, covenants, restrictions and provisions of the Declaration as it may be amended and/or supplemented from time to time.

(c) To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants, Conditions and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the Association.

Section 2. Powers. The Association shall have the following powers, which must be exercised in a manner to allow the Association to carry out its rights, duties, obligations and responsibilities as set out in the Declaration:

(a) All of the common law and statutory powers of a not-for-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles of Incorporation, the Bylaws or the Declaration.

(b) To enter into, make, establish, amend and enforce rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the Association. The Association may use any enforcement method authorized by the Declaration and/or Florida law, including but not limited to fines, actions for damages, equitable actions, injunctive relief, administrative actions, or any combination of those.

(c) To fix, levy and collect Assessments (Annual Assessments and/or Special Assessments) for the expenses of the Association from Members to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties, including, but not limited to, the costs of maintenance and operation of the Stormwater Management System.

(d) To fix, levy and collect Special Assessments for the General Expenses from Members to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

(e) To make, adopt, establish, amend and enforce rules and regulations regarding the use, appearance and/or condition of any portion of Warm Springs Commercial bound by the terms, covenants, conditions and restrictions of the Declaration, including but not limited to, the Stormwater Management System, Parcels, Members, structures, improvements, landscaping and maintenance.

(f) To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real property and personal property.

(g) To borrow and to hold funds, select depositories, administer bank accounts of the Association, and to pay all expenses, including licenses, public assessments, taxes or government charges, incident to the purposes and powers of the Association, as set forth in these Articles of Incorporation and as may be provided in the Declaration and the Bylaws.

(h) To purchase insurance for the protection of the Association, its Officers, Directors, Members and such other parties as the Association may determine to be in the best interests of the Association; and to require Members to purchase insurance for the protection of their Parcels and any structures, landscaping, and/or improvements thereon.

(i) To operate, maintain, administer, repair, control, regulate, replace and/or improve the Stormwater Management System, and such other portions of Warm Springs Commercial (or other property) as may be determined by the Association from time to time.

(j) To enter into contracts and agreements between third parties and the Association.

(k) To provide for any functions and services within Warm Springs Commercial as the Board in its sole discretion determines necessary or appropriate.

(l) To provide, purchase, sell, lease, acquire, replace, improve, maintain and/or repair such buildings, structures, pathways, landscaping, paving, equipment and property, both real and personal, as the Association, through its Board, in its discretion determines necessary or appropriate.

(m) To employ any personnel necessary to perform the obligations, services and/or duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the costs thereof in accordance with whatever contractual arrangement the Board shall enter in its sole discretion.

(n) To operate, maintain and manage, as authorized by the Board, the Stormwater Management System in a manner consistent with the Southwest Florida Water Management District ("SFWMD"). permit requirements and applicable SFWMD rules, and shall assist in the enforcement of the terms, conditions, restrictions and provisions of the Declaration which relate to the Stormwater Management System.

(o) To establish, maintain, operate and use reserve funds, if any, for capital improvements, repairs and replacements. To establish, maintain, operate and use reserve funds for items, services, property and/or any other purpose as the Board may determine in its sole discretion to be in the best interest of the Association.

(p) To enter into a management contract with a third party for the maintenance and repair of the Stormwater Management System for the operation of the Association. The Board will carry out this power on behalf of the Association. The management

contract may provide a management fee to the management agent and the delegation of certain duties, as may be determined by the Board.

(q) To enter into agreements and/or contracts with professionals, including but not limited to attorneys and accountants, to assist the Association in its performance of the obligations, services and duties required of or to be performed by the Association. The Board will carry out this power on behalf of the Association.

(r) To create, appoint and/or dissolve any committees that the Board may deem appropriate.

(s) To collect delinquent assessments by fine, claim of lien, suit or otherwise and to file and defend any suit or other proceeding in pursuit of all legal and/or equitable remedies or defense of all claims relating to the Declaration, the Bylaws, these Articles of Incorporation and/or Florida law.

(t) To adopt, change, repeal and/or amend the Bylaws.

ARTICLE VI MEMBERSHIP

Section 1. Each Owner (including Declarant) shall be a Member of the Association. Membership in the Association shall be appurtenant to and inseparable from the Parcel giving rise to such membership, and any transfer of record title to a Parcel shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Parcel. The interest, if any, of an Owner in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner, except as an appurtenance to that Owner's Parcel. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Owner, until such time as that Owner transfers or conveys that Owner's fee simple interest in the Parcel upon which that Owner's membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Parcel, and it shall be the responsibility and obligation of the new Owner(s) of the Parcel to provide such true copy of said recorded instrument to the Association.

ARTICLE VII BOARD OF DIRECTORS

The affairs of the Association shall be managed and administered by a Board consisting of three (3), five (5) or seven (7) members, as may be determined from time to time by the Association's membership. The initial Board shall consist of three (3) members. All of the duties, power and authority of the Association existing under Florida law, the Declaration, these

Article and/or the Bylaws shall be exercised exclusively by the Board, subject to approval by the Members only when specifically required.

ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that person is or was a Director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fees, and amounts paid in settlement actually and reasonably incurred by him or her in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if that person acted in good faith, and, with respect to any criminal action or proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him or her in connection with the defense or settlement of an action or suit by or in the right of the Association, if he or she acted in good faith.

Section 2. 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, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his or her conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Article VIII, Section 1 of these Articles of Incorporation (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer, committee member, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Article VIII, Section 1 of these Articles of Incorporation. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding; or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he or she is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which the Association's Directors, officers, committee members, employees or agents may be entitled under the Association's Bylaws, agreement, vote of Members or disinterested Directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a Director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article VIII shall not include indemnification for any action of a Director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article VIII is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any Director, officer, committee member, agent or employee Association in any of his or her capacities as described in Article VIII, Section 1 of these Articles of Incorporation, whether or not the Association would have the power to indemnify him or her under this Article VIII.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE IX EXISTENCE AND DURATION

Section 1. The existence of the Association shall commence with the filing of these Articles of Incorporation with the appropriate agency of the State of Florida. The Association shall exist in perpetuity.

ARTICLE X AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted as follows:

A. The Board, by majority vote, must adopt a resolution setting forth the proposed amendment(s); and

Written notice of the content of the proposed amendment(s) must be given to all Members of the Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment(s) will take place. In addition to the content of the proposed amendment(s), the Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of this Article X(A), the notice will be considered to have been properly sent to the Association's membership when personally delivered, mailed, postage prepaid, or electronically transmitted, by the Association, its employees, agents, Officers or Directors, to the address of the person who appears as a Member or Owner on the records of the Association at the time of such delivery or mailing.

B. Any proposed amendment to these Articles of Incorporation must be submitted to a vote by the Members for approval. At least sixty-seven (67%) percent of those Members, who appear either in person or by proxy at any duly called meeting of the Association's membership where a quorum is attained, must vote in favor of adopting any amendment to these Articles of Incorporation. A vote by the Members regarding a proposed amendment to these Articles of Incorporation may take place at any duly called meeting of the Association's membership where a quorum is attained, which may either be the Annual Meeting or a Special Meeting.

C. If an amendment is adopted by the Members pursuant to Article X(B) of these Articles, a copy of the amendment(s) must be filed with the State of Florida Secretary of State or other appropriate agency of the State of Florida, and a copy that has been certified by the Secretary of State or other appropriate agency of the State of Florida shall be recorded in the Public Records of Sumter County, Florida. Any amendment to these Articles of Incorporation shall be effective on the date it been accepted and filed by the Secretary of State or other appropriate agency of the State of Florida.

ARTICLE XI BYLAWS

The Bylaws of the Association shall be initially adopted by a majority vote of the Association's Board and may subsequently be altered, amended, repealed and/or rescinded in the manner provided in the Bylaws.

ARTICLE XII CONFLICT BETWEEN DOCUMENTS

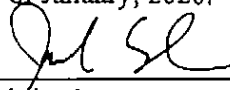
In the event of any conflict or inconsistency between these Articles of Incorporation and the Declaration, the terms, conditions and provisions of the Declaration shall control and prevail. In the event of any conflict or inconsistency between these Articles of Incorporation and the Bylaws, the terms, conditions and provisions of these Articles of Incorporation shall control and prevail. Unless otherwise specifically provided in these Articles of Incorporation, all terms,

including capitalized terms, used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration, as it may be amended and/or supplemented from time to time.

**ARTICLE XIII
INCORPORATOR**

The name and street address of the Incorporator to these Articles of Incorporation is as follows: Jacob M. Schrimsher.

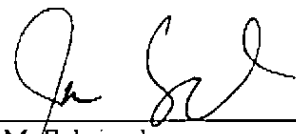
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation this 16th day of January, 2020.



Jacob M. Schrimsher

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in these Articles of Incorporation, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided in Chapter 617, Fla. Stat.



Jacob M. Schrimsher