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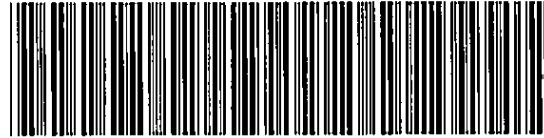
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**DATE: 03/02/20**

**NAME: SPACE COAST TOWN CENTRE PROPERTY OWNERS'  
ASSOCIATION INC.**

**TYPE OF FILING: ARTICLES**

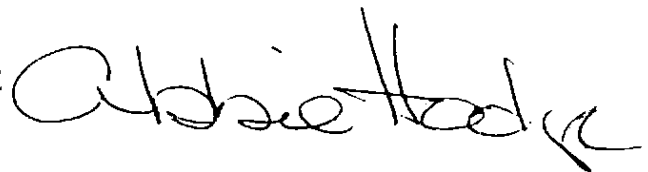
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SECRETARY OF STATE  
TALLAHASSEE, FL

ARTICLES OF INCORPORATION  
OF

SPACE COAST TOWN CENTRE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I.

NAME OF CORPORATION

The name of the corporation is SPACE COAST TOWN CENTRE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter called the "Association").

ARTICLE II.

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at c/o Space Coast Town Centre I, LLC, 7485 Fairway Drive, Suite 430, Miami Lakes, Florida 33014.

ARTICLE III.

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 7485 Fairway Drive, Suite 430, Miami Lakes, Florida 33014, and the name of the initial registered agent at that address is Robert M. Gorlow.

ARTICLE IV.

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Space Coast Town Centre recorded or to be recorded in the Public Records of Brevard County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

ARTICLE V.

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit. The Association shall have all the powers of a non-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, the Bylaws, or the Declaration. The Association shall have the power and duty to

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do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and the Members and for the maintenance, administration and improvements of the Properties, Areas of Common Responsibility and Common Property within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, community development district, public body, or similar entity.

## ARTICLE VI.

### MEMBERSHIP

Section 1. Members. The Members of the Association shall consist of the Declarant, each Subassociation and each Owner who is not a Member of a Subassociation. There shall be at most one (1) Declarant at any time, and the identity of the Declarant shall at all times be kept by the Association as part of its books and records. The Declarant shall be a Member of the Association for so long as Declarant owns any portion of the Properties. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation (a "Secured Party") shall not be a Member of the Association. However, for the avoidance of doubt, upon a Secured Party's ownership of portions of the Properties, whether by foreclosure or any other means, the Secured Party shall become a Member of the Association consistent with the rights accorded to ownership of that portion of the Properties.

Section 2. Voting. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

(a) Any Member who is a Subassociation shall have the number of votes equal to the number of Equivalent Units assigned to the Owners who are members of such Subassociation. The votes of Members who are Subassociations shall be exercised by an officer of the Subassociation designated by the Board of Directors of such Subassociation.

(b) The Members who are not members of a Subassociation, other than the Declarant, until it voluntarily relinquishes its right to vote as the Declarant, shall have one vote for each Equivalent Unit assigned to such Member. The votes of Members who are Owners shall be exercised directly by such Owners or their authorized representatives.

(c) The Declarant shall have three (3) votes for each of the votes allocated to the Members other than the Declarant. The Declarant shall have such voting rights for so long as it shall own any portion of the Properties, or until it shall voluntarily relinquish its right to vote as the Declarant in Association matters, whichever shall first occur. If the Declarant voluntarily relinquishes its right to vote as the Declarant during the time it still owns any portion of the Properties, the Declarant shall have the right to vote as a Member, as provided in Section 2(b), with respect to any portion of the Properties owned by the Declarant. Notwithstanding the foregoing, the Declarant shall have no right to voluntarily relinquish its position as the Declarant

during any time that its rights and interest as Declarant have been pledged or hypothecated in favor of any Secured Party.

When a Member, other than a Subassociation, is comprised of one or more persons or entities, all such persons or entities shall be Members, and the vote(s) held by such Members shall be exercised as they among themselves shall determine; provided, however, in the event joint or multiple person or entity Members are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose the right to vote on the matter in question. In all events, the votes allocated to any Member pursuant to these Articles, cannot be divided for any issue and must be voted as a whole, except where otherwise required by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association, except when the approval by a greater number of Members is required by the Declaration, any Supplemental Declaration or applicable law. If any Member casts a vote, it shall be conclusively presumed for all purposes that he was, or they were, acting with all required consent and authority, if any.

Section 3. Declarant Veto. From and after the Declarant's voluntary relinquishment of Declarant's right to vote as the Declarant, subject to and as provided in Section 2(c), Declarant shall have a veto power over all actions of the Association and Board of the Association. This power shall expire when the Declarant no longer owns any portion of the Properties or twenty (20) years from the recording of the Declaration, whichever occurs first. The veto shall be exercised as follows:

No action authorized by the Association or the Board shall become effective, nor shall any action, policy or program be implemented, until and unless:

(a) Declarant shall have been given written notice of each meeting of the Members and of the Board by certified mail, return receipt requested or by personal delivery, at the address it has registered from time-to-time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

(b) Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy or program authorized by the Board, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, Declarant veto must be exercised by Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

(c) If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such

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implementation, and Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

## ARTICLE VII.

### BOARD

A. The affairs of the Association shall be managed by a Board consisting of three (3) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. For so long as it shall own any portion of the Properties, the Declarant shall have the right to appoint all three (3) of the Directors. Commencing following the first annual meeting of the Members following the date that the Declarant no longer owns any portion of the Properties the Directors shall be elected by the Members of the Association other than the Declarant as set forth below. In the event the number of Directors is ever increased or decreased during such time as the Declarant owns any portion of the Properties, the Declarant shall always have the right to appoint all of the Board, and the number of Directors shall always be an odd number.

B. Commencing following the first annual meeting of the Members following the date that the Declarant no longer owns any portion of the Properties, Directors shall be elected as provided for herein. Elections shall be by plurality vote. The terms of office of the one (1) elected Director shall be established at one (1) year. The other two (2) elected Directors shall serve for terms of two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant, which removal right shall inure to the benefit of any successor Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

C. The names and addresses of the members of the first Board who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Robert M. Gorlow  
7485 Fairway Drive, Suite 430  
Miami Lakes, Florida 33014

Edgar C. Jones, Jr.  
7485 Fairway Drive, Suite 430  
Miami Lakes, Florida 33014

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David Herbert  
RSP Architects  
3059 Grand Avenue, Suite 440  
Miami, Florida 33133

## ARTICLE VIII.

### OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board, by the officers of the Association, which shall include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board and they shall serve at the pleasure of the Board. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Robert M. Gorlow	7485 Fairway Drive, Suite 430 Miami Lakes, Florida 33014
Vice President	Edgar C. Jones, Jr.	7485 Fairway Drive, Suite 430 Miami Lakes, Florida 33014
Secretary	Robert M. Gorlow	7485 Fairway Drive, Suite 430 Miami Lakes, Florida 33014
Treasurer	Edgar C. Jones, Jr.	7485 Fairway Drive, Suite 430 Miami Lakes, Florida 33014

## ARTICLE IX.

### DURATION AND CORPORATE EXISTENCE

The corporation shall exist perpetually. These Articles shall become effective upon filing as prescribed by law.

## ARTICLE X.

### AMENDMENTS

Section 1. Member's Amendment. These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

Section 2. Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by Declarant alone.

Section 3. Limitations. No amendment shall be made that is in conflict with the Declaration. So long as Declarant shall own any lands within the Properties no Declarant related amendment shall be made to the Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by Declarant. For purposes of this Section 3, for the avoidance of doubt, the term "Declarant" shall include, and refer to, any Secured Party which succeeds to the rights and interest of Declarant pursuant to the provisions of the Declaration with respect thereto. Any amendment shall be deemed to be Declarant related if it does any of the following:

- (a) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners or Members;
- (b) modifies the definitions provided for by Article I of the Declaration in a manner which alters Declarant's rights or status;
- (c) modifies or repeals any provision of Article II of the Declaration;
- (d) alters the character and rights of membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- (e) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- (f) denies the right of Declarant to convey Common Property to the Association;
- (g) modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant; and
- (h) alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as provided for by any provision of the Declaration, Supplemental Declaration, the Bylaws or these Articles.

## ARTICLE XI.

### BYLAWS

The Bylaws of the Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided in the Bylaws.



## ARTICLE XII.

### 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 he 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, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his 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 in connection with the defense or settlement of an action or suit by or in the right of the Association, if he 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 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 Section 1 (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 has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board 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 is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article 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, by agreement or 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 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 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 of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

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 XIII.

#### INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

#### ARTICLE XIV.

#### TRANSACTION IN WHICH DIRECTORS, MEMBERS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors, Members or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors, Members or

officers are Directors, members or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director, member or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director, Member or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

## **ARTICLE XV.**

### **MERGERS AND CONSOLIDATIONS**

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 517, Florida Statutes, as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Declarant shall own any portion of the Properties, any such merger or consolidation shall require the Declarant's prior approval.

## **ARTICLE XVI.**

### **HYPOTHECATION**

The Declarant and its assigns may at any time hypothecate any and all of its right, title, and interest as the Declarant, as an Owner, and as a Member. Directors appointed by the Declarant may at any time be removed by any successor Declarant. The terms of this Article shall not be amended except by Declarant.

## **ARTICLE XVII.**

### **INCORPORATOR**

The name and address of the incorporator is as follows:

Robert M. Gorlow  
7485 Fairway Drive, Suite 430  
Miami Lakes, Florida 33014

*{Remainder of page intentionally left blank; signature page follows}*

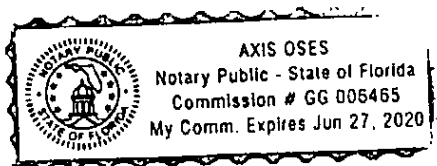
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IN WITNESS WHEREOF, the undersigned pursuant to the laws of the State of Florida,  
has executed these Articles of Incorporation as of 2/28, 2020.

By: Robert M. Gorlow  
Robert M. Gorlow  
Incorporator

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF MIAMI DADE        )

The foregoing Articles of Incorporation were acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28 day of FEBRUARY, 2020, by Robert M. Gorlow, the Incorporator of SPACE COAST TOWN CENTRE PROPERTY OWNERS' ASSOCIATION, INC., who ☐ is personally known to me or ☒ produced FL DRIVER'S LICENSE as identification.



Axis Oses  
(Print Name) \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
Commission # GG 006465  
My Commission Expires: JUNE 27, 2020

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

SPACE COAST TOWN CENTRE PROPERTY OWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT C/O SPACE COAST TOWN CENTRE I, LLC, 7485 FAIRWAY DRIVE, SUITE 430, MIAMI LAKES, FLORIDA 33014, HAS NAMED ROBERT M. GORLOW, WHOSE ADDRESS IS 7485 FAIRWAY DRIVE, SUITE 430, MIAMI LAKES, FLORIDA 33014, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

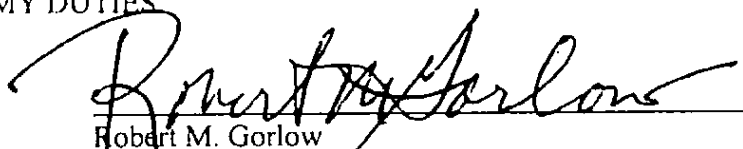
SPACE COAST TOWN CENTRE PROPERTY OWNERS' ASSOCIATION, INC., Florida not-for-profit corporation

By: 

Robert M. Gorlow  
Incorporator

Dated: 2/28, 2020

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES

  
Robert M. Gorlow  
Registered Agent

Dated: 2/28, 2020

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