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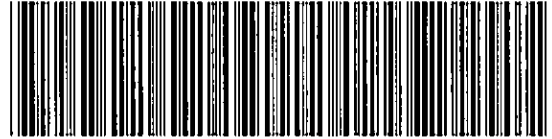
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TALLAHASSEE, FL

LAW OFFICE  
**GARY L. SUMMERS, P.A.**

380 W. ALFRED STREET  
TAVARES, FLORIDA 32778

Gary L. Summers  
[glS@wssattorneys.com](mailto:glS@wssattorneys.com)

TELEPHONE: (352) 343-6655  
FAX: (352) 343-4267

April 23, 2020

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

**Re: Village Park Commercial Property Owners Association, Inc.**

Dear Sir or Madam:

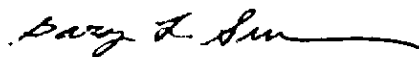
Enclosed are the original and one copy of the Articles of Incorporation for Village Park Commercial Property Owners Association, Inc. If the Articles meet with your approval, please file the original, return the copy to our office with a stamp showing that the Articles have been filed, and provide us with a certificate of status. A self-addressed, stamped envelope is enclosed for your convenience.

Also enclosed is our firm's check to cover the costs of this corporation, which are as follows:

\$ 35.00	Filing fee
35.00	Registered Agent Designation
<u>8.75</u>	Certificate of Status
\$ 78.75	Total

Please note that the email address to which correspondence pertaining to this filing and future annual report notices should be sent is: [ArtAyris@FBCLeesburg.org](mailto:ArtAyris@FBCLeesburg.org). Thank you for your attention to this matter.

Sincerely,



Gary L. Summers

GLS/sc  
Enclosures  
c: Art Ayris

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CLERK OF STATE  
TALLAHASSEE, FL

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2020 APR 27 PM 3:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
VILLAGE PARK COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned, acting as incorporator of a not-for-profit corporation under Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation for such corporation.

1. **Name of Corporation.** The name of the corporation is **VILLAGE PARK COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

2. **Principal Office.** The principal office of the Association is 220 North 13<sup>th</sup> Street, Leesburg, Florida 34748.

3. **Registered Office - Registered Agent.** The Association hereby appoints the Registered Agent to accept service of process within the State of Florida. The street address of the Registered Office of Association is 220 North 13<sup>th</sup> Street, Leesburg, Florida 34748. The name of the Registered Agent of Association is: Arthur A. Ayris.

4. **Definitions.** The Declaration of Covenants, Conditions and Restrictions for Village Park (the "Declaration") was recorded in O.R. Book 5116, Page 1743, Public Records of Lake County, Florida, and governs all of the operations of the Project known as Village Park. FBCL Properties, Inc., a Florida corporation (the "Commercial Declarant"), is developing a portion of the Village Park property into a commercial subdivision to be known as Village Park Commercial Subdivision. The Commercial Declarant intends to record a plat for the property to be included within Village Park Commercial Subdivision (the "Commercial Property") and a Declaration of Covenants, Conditions and Restrictions for Village Park Commercial Subdivision (the "Commercial Declaration") which will contain further provisions and restrictions regarding the operation of the Commercial Property, with these articles of incorporation to be attached as an exhibit to the Commercial Declaration. All capitalized terms not defined herein shall have the meanings set forth in the Commercial Declaration.

5. **Purpose of the Association.** The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Commercial Declaration, Bylaws and these Articles; and (c) administer the interests of the Association and the Commercial Owners.

6. **Not for Profit; Earnings and Activities.** Association is a not-for-profit Florida corporation. The Association is organized and shall be operated exclusively for the purposes set forth below. The activities of the Association will be financed by assessments against members as provided in the Commercial Declaration. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Commercial Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the governing documents for the Association, including, without limitation, the Commercial Declaration and Bylaws, as herein provided:

7.2 To enforce, by legal action or otherwise, the provisions of the Commercial Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and the Commercial Property:

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Commercial Declaration, these Articles and the Bylaws:

7.4 To pay all Common Expenses, including, but not limited to, all licenses, taxes, and governmental charges levied or imposed against the property of the Association, and all assessments levied by Village Park Owners Association, Inc. (the "Master Association") against the Commercial Property and the property of the Association:

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Commercial Declaration:

7.6 To borrow money, and (i) if prior to the Turnover Date, upon (a) the approval of a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights:

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Commercial Property to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Commercial Declaration:

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes:

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Commercial Property, the Common Areas, Lots and Improvements as provided in the Commercial Declaration and to effectuate all of the purposes for which Association is organized:

7.10 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise,

including, without limitation, the right to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;

7.11 To employ personnel and retain independent contractors to contract for management of the Association, the Commercial Property, and the Common Areas as provided in the Commercial Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and the Commercial Property as provided in the Commercial Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.13 To establish committees and delegate certain of its functions to those committees; and

7.14 To require all the Owners to be members of the Association; and

7.15 To take any other action necessary in furtherance of the purposes for which the Association is organized.

8. Voting Rights. Owners and Declarant shall have the voting rights set forth in the Commercial Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with no fewer than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows: are as follows:

NAME	ADDRESS
Arthur A. Ayris	2200 North 13 <sup>th</sup> Street Leesburg, FL 34748
Rich Petruny	2200 North 13 <sup>th</sup> Street Leesburg, FL 34748
Larry New	2200 North 13 <sup>th</sup> Street Leesburg, FL 34748

10. Dissolution. 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 its properties.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Florida Secretary of State. The Association shall exist in perpetuity.

12. Amendment.

12.1 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 be effective until it is filed with and approved by the Florida Secretary of State and is recorded in the Public Records of Lake County, Florida.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any other person or entity whatsoever, except to the extent limited by applicable law. Declarant's rights to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, 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 noticed meeting of the members.

13. Limitations.

13.1 Commercial Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Commercial Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant, unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall

from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows: follows:

President:	Gary Teague
Vice President:	Arthur A. Ayris
Secretary:	Ty Adkins
Treasurer:	Jim Clevenger

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TALLAHASSEE, FL

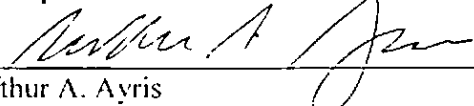
15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

17. Approval by Reviewing Entity. The Commercial Declarant is one of the Declarants under the Declaration. The other Declarant is Presbyterian Retirement Communities, Inc., a Florida not-for-profit corporation ("PRC"). Together, the Commercial Declarant and PRC comprise the Reviewing Entity as defined in the Declaration. In accordance with Section 12.7.1 of the Declaration, the Reviewing Entity hereby gives its written approval of these Articles, as evidenced by the joinder and consent of the Reviewing Entity as to these Articles.

IN WITNESS WHEREOF, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 31 day of January, 2020.

**Incorporator**

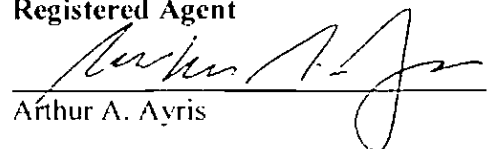
  
\_\_\_\_\_  
Arthur A. Ayris  
220 North 13<sup>th</sup> Street  
Leesburg, FL 34748

### ACCEPTANCE BY 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. I am familiar with and accept the obligations of the position of registered agent for this corporation.

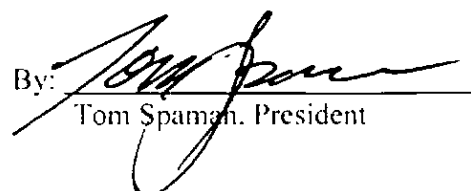
Dated this 31 day of January, 2020.

Registered Agent

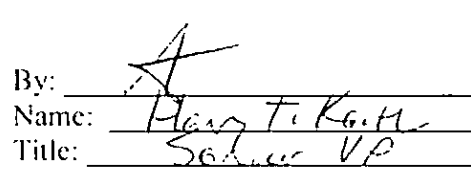
  
Arthur A. Ayris

For the purposes described in Section 17 of these Articles of Incorporation, the undersigned members of the Reviewing Entity hereby join in and consent to these Articles of Incorporation

**FBCL PROPERTIES, INC.,**  
a Florida not-for-profit corporation

By:   
Tom Spaman, President

**PRESBYTERIAN RETIREMENT  
COMMUNITIES, INC.,** a Florida  
not-for-profit corporation

By:   
Name: Henry F. Keith  
Title: Secretary VP

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