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Florida Department of State
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FLORIDA PROFIT/NON PROFIT CORPORATION

Deerfield Mall Property Association, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	07
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SEP 7/17/2020

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DEERFIELD MALL PROPERTY OWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION

In Compliance with Chapter 617, F.S. (Not for Profit)

ARTICLE I - NAME

The name of the Corporation shall be: DEERFIELD MALL PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II - PRINCIPAL OFFICE

The initial principal place of business and mailing address of this Corporation shall be:

Principal Place of Business:

3600 W Hillsboro Blvd.
Deerfield Beach, Florida

Mailing Address:

c/o PO Box 924133
Houston, Texas, 77292

ARTICLE III - PURPOSE

The purpose of the Corporation shall be to provide for the operation, use, maintenance, repair, and replacement of the Master Drainage System and to perform all acts provided as defined in the Agreement to Maintain a Master Storm Water Drainage and Retention System (the "Agreement"). All capitalized terms used in these Articles shall have the same definition as in the Agreement.

The Corporation shall operate, maintain and manage the Master Drainage System in a manner consistent with Broward County License and the South Florida Water Management District permit requirements and applicable District, City and County rules, and shall assist in the enforcement of the provisions of the Agreement which relate to the Master Drainage System.

The Corporation shall levy and collect adequate assessments against members of the corporation for the costs of maintenance and operation of the Master Drainage System.

ARTICLE IV - MANNER OF ELECTION

Directors shall be elected or appointed in the manner as provided in the By-Laws.

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ARTICLE V - CORPORATE POWERS

This Corporation shall have all of the common law and statutory powers of a corporation not for profit under Florida law that are not in conflict with the provisions of these Articles, the Agreement or the By-Laws, as may be amended from time to time.

The Corporation shall have all of the powers and duties set forth in law and equity, except as limited by these Articles, the By-Laws and the Agreement, and all of the powers and duties reasonably necessary to operate the Property pursuant to the Agreement and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments and other charges against members, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Master Drainage System and other property acquired or leased by the Corporation.
- (d) To purchase insurance for the protection of the Corporation, its officers, directors and Owners.
- (e) To make and amend reasonable rules and regulations in accordance with the provisions set forth in the Agreement.
- (f) To enforce by legal means the provisions of the Agreement, these Articles, the By-Laws, and the rules and regulations for the use of the Master Drainage System.
- (g) The right to sue and to be sued.
- (h) To contract for the management and maintenance of the Master Drainage System and to authorize a management agent to assist the Corporation 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 maintenance, repair, and replacement of the Master Drainage System with funds as shall be made available by the Corporation for such purposes. The Corporation and its officers shall, however, retain at all times the powers and duties granted by law, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Corporation.
- (i) To borrow funds as may be determined by the Board of Directors for the obligation of the Association as set forth in the Agreement.

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- (j) To employ personnel to perform the services required for the proper operation of the Master Drainage System.
- (k) To exercise all other powers and duties as may be set forth in the By-Laws and the Agreement.

ARTICLE VI - INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and address of the registered agent is:

Capital Corporate Services, Inc.,
515 East Park Ave, 2nd Floor
Tallahassee, FL 32301

ARTICLE VII - INCORPORATOR

The name and address of the incorporator is:

Mark D. Stout
Senior Vice President/General Counsel
Weingarten Realty Investors, Suite 125
2600 Citadel Plaza Drive
Houston, TX 77008
Office: 713.866.6000

ARTICLE VIII - BOARD OF DIRECTORS & OFFICERS

The Board of Directors and Officers of the Corporation shall be as provided in the By-Laws and shall be elected or appointed as provided in the By-Laws. The first Board of Directors shall be:

President: Christopher J. Ofstedal
Vice President: Karl Brinkman
Secretary/Treasurer: Barbara Gonzales

The first officers shall be:

Christopher J. Ofstedal
Karl Brinkman
Barbara Gonzales

ARTICLE IX - BY-LAWS

The By-Laws of the Corporation shall be adopted by the Board of Directors at their first meeting and may be altered, amended or rescinded in the manner provided in the By-Laws.

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ARTICLE X - EXISTENCE

Existence of the Corporation shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Corporation shall exist in perpetuity.

ARTICLE XI - MEMBERSHIP

All persons who are Owners of Properties shall automatically be Members of this Corporation. Such membership shall automatically terminate when such person is no longer the Owner of a Property. Membership in this Corporation shall be limited to such Property Owners. The voting of the Members of the Association shall be done in accordance with the percentage interests of the voting Members as set forth in Article IV of the Agreement.

ARTICLE XII - ASSESSMENTS OF OWNERS

The Corporation shall have the power and authority to assess the Owners of each Property in accordance with the terms set forth in the Agreement and any amendments thereto.

ARTICLE XIII - DISSOLUTION

In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the Master Drainage System must be transferred to and accepted by an entity which would comply with the applicable law and be approved in writing by Broward County and the South Florida Management District prior to such termination, dissolution or liquidation.

ARTICLE XIV - AMENDMENT

These Articles of Incorporation may be modified or amended at any duly convened meeting of the Members by the affirmative vote of a majority of the total votes of the Members present at a duly called meeting of the Members of the Corporation. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the corporate seal, signed by the Secretary, or an Assistant Secretary, and executed and acknowledged by the President, has been filed with the Secretary of State, and all filing fees paid.

A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Broward County, Florida.

Notwithstanding the foregoing, any amendment to the Agreement or these Articles which alter any provision relating to the Master Drainage System, must have the prior written approval of Broward County and the South Florida Water Management District. The officers of the Corporation may, by a majority vote, make any amendment to the Agreement or these Articles to come into compliance with District rules.

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ARTICLE XV - ENFORCEMENT

Broward County and the South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Agreement or these Articles which relate to the maintenance, operation and repair of the Master Drainage System.

ARTICLE XVI - DISTRIBUTION

There shall be no dividends paid to any of the Members nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be either refunded to the Members or kept by the Corporation and applied against the Corporation's expenses for the following year as shall be determined by a vote of the Members, subject to approval by the Board of Directors of the Association. The Corporation may pay compensation in a reasonable amount to its Members, directors, officers and employees for services rendered, and may confer benefits upon its Members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its Members as is permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association and the transfer thereof, as well as the number and voting of Members, shall be upon such terms and conditions as provided for in the Agreement and By-Laws.

ARTICLE XVII - PRINCIPAL OFFICE

The initial offices of the Corporation shall be located at 3600 W Hillsboro Blvd., Deerfield Beach, Florida but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time-to-time be designated by the Board of Directors.

ARTICLE XVIII - INDEMNIFICATION

The Corporation 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 director, employee, officer or agent of the Corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement as long as 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 Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that 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 misfeasance or malfeasance in the performance of his duty to the Corporation, 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 of the circumstances of the case, such 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

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plea of non contendere or its equivalent shall not, 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 Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

IN WITNESS WHEREOF the undersigned subscribing incorporator to these Articles of Incorporation has hereunto set his hand and this 15th day of July, 2020.



Mark D. Stout, Incorporator

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**CERTIFICATE OF DESIGNATION OF REGISTERED
AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent in the State of Florida.

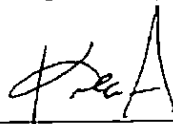
The name of the corporation is:

DEERFIELD MALL PROPERTY OWNERS ASSOCIATION, INC.

The name and address of the registered agent and office is:

Capital Corporate Services, Inc.
515 East Park Avenue, 2nd Floor
Tallahassee, FL 32301

Having been named as registered agent to accept service of process for the above-stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Signature/Registered Agent
Krista Abair, Assistant Secretary
Capitol Corporate Services, Inc.

Date: July 10, 2020

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