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**FLORIDA PROFIT/NON PROFIT CORPORATION
METROPOLITAN NAPLES PROPERTY OWNER'S
ASSOCIATION, INC**

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**ARTICLES OF INCORPORATION
OF
METROPOLITAN NAPLES PROPERTY OWNER'S ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT**

The undersigned, hereby makes and files these Articles of Incorporation ("Articles") as follows:

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

The name of the corporation shall be and is METROPOLITAN NAPLES PROPERTY OWNER'S ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles as the "Association." The initial principal office of the Association shall be located at 1500 Fifth Avenue South, Suite 106, Naples, Florida 34102. *3/11/2021*

**ARTICLE II
DEFINITIONS**

Unless a contrary intent is apparent, or a definition is set forth herein, the capitalized terms used in these Articles shall have the same meaning as set forth in the Declaration of Restrictive Covenants, Conditions, Reservations and Easements for Metropolitan Naples (the "Declaration") to be recorded in the Public Records of Collier County, Florida with respect to the land described therein, being known as "Metropolitan Naples," and which makes reference to these Articles.

**ARTICLE III
PURPOSE**

This Association is organized to establish an association of the Owners of Mixed-Use Tracts (as defined in the Declaration). This Association shall have the following specific purposes:

1. To provide for maintenance of areas and structures as may be placed under the jurisdiction of this corporation by means of the Declaration.
2. To regulate the use of areas and structures as may be placed under the jurisdiction of this Association by means of the Declaration.
3. To promote the health, safety and welfare of the Owners of Mixed-Use Tracts within Metropolitan Naples and to provide services to such Owners.
4. To enforce the provisions of the Declaration, which the Association has the responsibility to enforce.

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5. The purpose of this Association will not include or permit pecuniary gain or profit nor distribution of its income to its Members, officers or Directors.

ARTICLE IV POWERS AND DUTIES

This Association shall have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida consistent with these Articles and the Declaration and there shall be no Material Interference (as defined herein). The Association shall also have all of the powers and authority reasonably necessary or appropriate to carry out the following duties imposed upon it by the Declaration, Bylaws and these Articles:

1. Main Duties of the Association (the "Main Duties")

- a. To maintain the Common Property and all improvements thereon.
- b. To enforce the architectural restrictions and controls more particularly described in Article XI of the Declaration.
- c. To regulate the use of "Metropolitan Naples" in the Mixed-Use Tracts and/or Owner's signage, in its reasonable discretion.

2. Administrative and Ancillary Duties of the Association

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, Bylaws and these Articles, as the same may be amended from time to time, the Declaration and Bylaws being incorporated herein by reference as if set forth in its entirety. Notwithstanding anything to the contrary herein, any contracts between the Association and any affiliates of any Owners, Members or Directors shall be approved by a vote of not less than sixty-five percent (65%) of the whole number of votes of the Board.
- b. To fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
- c. To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members.

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- d. To reconstruct improvements after casualty and make further improvements upon the Common Property.
- e. To enforce by legal means the provisions of the Declaration, the Articles and Bylaws.
- f. To own, hold, improve, build upon, maintain, transfer and dedicate for public use the Common Property owned by the Association located on Tract R of the Plat.
- g. To acquire (by gift, purchase or otherwise), own, hold, improve, operate, maintain, convey, sell, lease, transfer personal property in connection with the affairs of the Association.
- h. Upon Declarant's completion of the construction and installation of the Surface Water Management System and acceptance thereof by the South Florida Water Management District, the Association shall maintain and operate the Surface Water Management System, as more particularly described in the Declaration, except that the Association shall not be required to operate or repair any portion of the Surface Water Management System incorporated on any individual Mixed-Use Tract, or any Building improvements thereon, such operational and maintenance responsibility shall remain the responsibility of the Owner of the Mixed-Use Tract.
- i. To sue and be sued.
- j. To contract with a property management company for the management and maintenance of Metropolitan Naples, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by law or by the Declaration, these Articles or the Bylaws to be exercised by the Association's Board or the Members. Any property management company shall be approved by a vote of not less than sixty-five percent (65%) of the whole number of votes of the Board. In connection therewith, the Tract 1 Owner may solicit bids for a property management company and present such bids to the Board for consideration. The Board shall determine, in the best interest of the Association, which property management company the Association shall contract with. If at any time the Board wishes to replace an existing property management company or engage a new property management company it may do so through a bidding process in which the Tract 1 Owner may solicit bids and present such bids to the Board for consideration.

- k. To employ such legal counsel, accountants and other agents or employees as may be deemed necessary for the protection and furtherance of the interest of the Association and of its Members and to carry out the purpose of the Association.
- l. Notwithstanding anything to the contrary in these Articles, the Declaration and Bylaws, Declarant and the Association are expressly prohibited from (i) taking any action that may impact in any way the rights of any Owner, or the use or enjoyment (including, but not limited to, impacting the cost, marketability or profitability) of any Mixed-Use Tract or Common Property (as defined in the Declaration), (ii) treating a Mixed-Use Tract in a way that is discriminatory vis-à-vis other Mixed-Use Tracts, or (iii) otherwise impact, alter or impair any of the rights of the Members to use and enjoy any part of the Mixed-Use Tracts and Common Property as contemplated in these Articles, the Declaration and Bylaws (collectively, "Material Interference"), without the impacted Member's prior written consent.

ARTICLE V MEMBERSHIP

Every person or entity who is the record Owner of a Mixed-Use Tract or, if subdivided, the Sub-Association for the Mixed-Use Tract, within Metropolitan Naples, as defined in the Declaration, shall be a "Member" of this Association. For the avoidance of doubt, individual owners of condominium and/or cooperative unit shall not be a Member of this Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from Mixed-Use Tract ownership. Membership rights and duties shall be subject to and controlled by the Declaration, which is in the form of a covenant running with the land. The Declarant, Metropolitan Naples, LLC, a Florida limited liability company, and/or its designated successors, shall also be a Member so long as it is an Owner.

ARTICLE VI VOTING RIGHTS

This Association shall have one (1) class of voting memberships. Members shall be all of those Owners as defined in Article V, including the Declarant. The voting rights of the Owners shall be in proportion to the rate of assessments allocated to each Mixed-Use Tract in the Declaration, as modified from time to time. Initially, the Tract 1 Owner shall have 38.4 votes; the Tract 2 Owner shall have 17.2 votes; and the Tract 3 Owner shall have 44.4 votes. When a Mixed-Use Tract has been subdivided, the Sub-Association therefor shall, at least annually, by majority vote of its members, appoint one (1) member of the Sub-Association as the Sub-Association's voting representative (the "Voting Representative"). The Voting Representative shall attend the meetings of the Members of the Association, and shall cast votes allocated to the Mixed-Use Tract in the manner determined by the Sub-Association's board of directors, or absent such direction, in the manner determined by the Voting Representative. Written notice of

the of the Sub-Association's Voting Representative shall be given to the Association. The Bylaws may establish procedures for voting when title to a Mixed-Use Tract is held in the name of a corporation or more than one (1) person or entity.

ARTICLE VII DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, who need not be Members of the Association. The initial Board of Directors shall consist of three (3) "Directors".

The number of Directors may be increased by the Bylaws, but shall never be less than three (3) Directors. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

1. Jerry Starkey, 1500 Fifth Ave S., Suite 106 Naples, FL 34102
2. F. Fred Pezeshkan, 1500 Fifth Ave S., Suite 106 Naples, FL 34102
3. Roger Saad, c/o SFH Development, LLC, 405 Fifth Ave S., Naples, FL 34102

The Board will be selected by the Owner or the Sub-Association of the Mixed-Use Tract, which shall initially be the Owner of each of the Mixed-Use Tracts depicted on the Plat as Tract 1, Tract 2 and Tract 3. Each Mixed-Use Tract Owner shall be entitled to appoint one (1) Director to the Board and should a Director appointed by the respective Mixed-Use Tract Owner resign, be unable to serve or be removed from office pursuant to the method set forth in Article IV, Section K of the Bylaws, the respective Mixed-Use Tract Owner shall be entitled to appoint a replacement Director in its sole and absolute discretion.

Unless contrary provisions are made by law, each Director's term of office shall be for one (1) year, provided that all Directors shall continue in office until their successors are duly selected and installed. Directors may serve successive annual terms without limitation.

A majority of the Directors currently serving as such shall constitute a quorum at meetings of the Board. Except as herein otherwise specified, the decision of a majority of the Directors present at a meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the Board. Each Director shall be entitled to one (1) vote on every matter presented to the Board.

Any meeting of the Members or of the Board may be held within or outside the State of Florida.

ARTICLE VIII DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by the affirmative vote of not less than eighty-five percent (85%) of the voting interests of Members of the Association. Upon dissolution of this Association, other than incident to a merger or

consolidation, its assets, both real and personal, shall be distributed to the then existing Members in the same proportion as each Members' assessment share, as provided for in Article VI, Section 7 of the Declaration. Notwithstanding the foregoing, the property containing the surface water management system subject to any South Florida Water Management permit shall be conveyed to an appropriate agency of local government. If the local governmental declines to accept the conveyance, the property containing the surface water management system shall be dedicated to a similar non-profit corporation.

ARTICLE IX INCORPORATOR

The names and residence address of the subscribing incorporator to the Articles is:

Charles C. Whittington, Esq
Grant Fridkin Pearson, P.A.
5551 Ridgewood Drive, Suite 501
Naples, Florida 34108

ARTICLE X INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a part or in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except when the Director or officer is guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XI REGISTERED OFFICE

The address of the corporation's initial registered office is:

5551 Ridgewood Drive, Suite 501
Naples, Florida 34108

The name of this corporation's initial registered agent at the above address is:

GFPAC Services, LLC

**ARTICLE XII
BYLAWS**

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

**ARTICLE XIII
TERM**


The term of the Association shall be perpetual.

**ARTICLE XIV
AMENDMENTS**

Amendments to these Articles may be made and adopted upon the following conditions:

1. A notice of the proposed amendment shall be included in the notice of the Members' meeting which shall consider the amendment. The meeting may be the annual meeting or a special meeting.
2. Any proposal to amend these Articles shall require the affirmative vote of two-thirds (2/3rd) of the votes of the Members and shall not cause or allow for any Material Interference.
3. Any proposed amendment that would affect the surface water management system must be submitted to South Florida Water Management District for a determination of whether the amendment necessitates a modification of the applicable permit.


WHEREFORE, the incorporator has caused these presents to be executed this 18th day of November, 2020.


Charles C. Whittington, Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the Metropolitan Naples Property Owner's Association, Inc., at a place designated in these Articles, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

GFPAC Services, LLC

By: 
Richard C. Grant, as President