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FLORIDA PROFIT/NON PROFIT CORPORATION

Calea Township Commercial South Property Owners Association, Inc.

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**ARTICLES OF INCORPORATION
FOR
CALESA TOWNSHIP COMMERCIAL SOUTH PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation**

The undersigned incorporator by these Articles of Incorporation associates itself for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

1. **Name.** The name of the corporation shall be CALESA TOWNSHIP COMMERCIAL SOUTH PROPERTY OWNERS ASSOCIATION, INC. For convenience, CALESA TOWNSHIP COMMERCIAL SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, shall be referred to in this instrument as the "**Association**," these Articles of Incorporation as the "**Articles**," and the Bylaws of the Association as the "**Bylaws**."

**ARTICLE 2
DEFINITIONS**

2. **Definitions.** All capitalized but undefined terms used in these Articles shall have the same definitions and meanings as those set forth in the COMMERCIAL DECLARATION FOR CALESA TOWNSHIP COMMERCIAL SOUTH (the "**Declaration**") to be recorded in the Public Records of Marion County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 3
PURPOSE**

3. **Purpose.** The purposes for which the Association is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

3.2 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

3.3 To promote the uniform development of the Parcels within the Land which is to be developed as a commercial development (the "**Project**") known as "CALESA TOWNSHIP COMMERCIAL SOUTH," as authorized by the Declaration, these Articles, and the Bylaws.

**ARTICLE 4
POWERS**

4. **Powers.** The powers of the Association shall include and be governed by the following:

4.1 All of the common-law and statutory powers of a corporation not-for-profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, or the Bylaws.

4.2 The powers of the Association shall be subject to and shall be exercised in accordance with Chapter 617, Florida Statutes, as it exists on the date hereof, as applicable, the provisions hereof and of the Declaration and the Bylaws.

4.3 To make and collect Assessments and other charges against each Parcel Owner, as owners of Parcels and to use the proceeds thereof in the exercise of its powers and duties.

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4.4 To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

4.5 To maintain, repair, replace, reconstruct, add to and operate the Common Areas and other property maintained, acquired or leased by the Association.

4.6 To purchase insurance for the Common Areas and insurance for the protection of the Association, the Board, Officers, and Parcel Owners.

4.7 To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the Project.

4.8 To enforce, by legal means, the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

4.9 To contract for the management and maintenance of the Common Areas and to authorize a management agent (who may be an affiliate of the Declarant) to assist the Association 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 Regulations, and maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association, including all Officers of the Board, shall, however, retain at all times the powers and duties granted by the Declaration, including but not limited to the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

4.10 To engage personnel to perform the services required for the proper operation of the Association and the Common Areas.

4.11 To sue and be sued.

4.12 The powers and duties set forth in the Declaration and the Bylaws.

4.13 To hold forms of surety and/or enter into escrow agreements related to platting, completion of infrastructure or permitted improvements within CALESA TOWNSHIP COMMERCIAL SOUTH and to cause those improvements to be completed in the event Declarant does not complete any such infrastructure or improvements.

4.14 To operate and maintain the SWMS, in the event the Master Association does not own and operate all SWMS. In the event the Master Association does not own and operate all SWMS, the Association shall operate, maintain, and manage the SWMS in a manner consistent with the Permit requirements and applicable SWFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. The Association shall levy and collect adequate Assessments against members of the Association for the costs of maintenance and operation of the SWMS.

ARTICLE 5

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5. Membership. The members of the Association shall mean all those Parcel Owners who are holders of membership interests in the Association, as such interests are set forth in Section 5 of the Declaration.

5.1 Assignment. Each member's share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Parcel for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

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5.3 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meetings.

ARTICLE 6 MEMBERS OF THE BOARD

6. Members of the Board. The affairs of the Association shall be managed by a Board consisting initially of three (3) Directors (as defined in the Bylaws), or some greater number of Directors as determined by Declarant prior to the Turnover Date. After the Turnover Date, the number of Directors on the Board shall be determined in accordance with the Bylaws. The names and addresses of the initial members of the Board who shall hold office until their successors are elected or appointed, or until removed, are as follows:

NAME	ADDRESS
Kenneth D. Colen	8445 S.W. 80th Street, Ocala, Florida 34481
C. Guy Woolbright	8445 S.W. 80th Street, Ocala, Florida 34481
Robert Stepp	8445 S.W. 80th Street, Ocala, Florida 34481

6.1 Removal and Vacancies. Any member of the Board may be removed, and vacancies on the Board shall be filled, in the manner provided by the Bylaws.

6.2 Duties and Powers. All of the duties and powers of the Association existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

ARTICLE 7 OFFICERS

7. Officers. The "Officers" of the Association shall be President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The Officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the Board are as follows:

President:	Kenneth D. Colen
Vice President:	C. Guy Woolbright
Treasurer:	C. Guy Woolbright
Secretary:	Patty Soriano

ARTICLE 8 INDEMNIFICATION

8. Indemnification of Officers, Members of the Board or Agents. The Association 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/she is or was a member of the Board, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding

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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 Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association 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 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 plea of nolo contendere or its equivalent, shall not, in and 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 Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

8.1 Indemnification Against Expenses. To the extent that a member of the Board, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Section 8, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonable incurred by him in connection therewith.

8.2 Advance Payment of Litigation Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding; and the members of the Board, Officer, employee or agent shall repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article.

8.3 Indemnification and Other Rights; Continued Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a person who has ceased to be a member of the Board, Officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

8.4 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Board, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a member of the Board, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such; whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 9 BYLAWS

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

ARTICLE 10 AMENDMENTS

10. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

10.1 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

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entity or agency must also be obtained. No amendment shall make any changes in the qualification for membership nor in the voting rights of members without the approval of all members.

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

10.3 Amendments After the Turnover Date. After the Turnover Date, 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 called meeting of the members.

10.4 Compliance with Governmental Agencies. Prior to the Turnover Date, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements. No approval or joinder of the Association, any Parcel Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Parcel Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

ARTICLE 11 TERM

11. Term. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. 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, if any, 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 the Project. In the event of termination, dissolution or final liquidation of the Association, and in the event the SWMS are not otherwise maintained by the Master Association, then the responsibility of the operation and maintenance of the SWMS must be transferred to and accepted by an entity that would comply with Rule 62-330.310, Florida Administrative Code (2019), and the Environmental Resource Permit Applicant's Handbook Volume I, Section 12.3, and be approved in writing by SWFWMD prior to such termination, dissolution or liquidation.

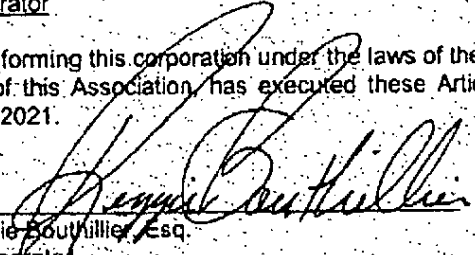
[Signatures on the Following Page]

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Incorporator

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation this 1st day of JUNE, 2021.


Reggie Southillier Esq.
Incorporator
106 E. College Avenue, Suite 700
Tallahassee, FL 32301

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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.

Dated this 1st day of JUNE, 2021.

STEARNS, WEAVER, MILLER, WEISSLER, ALHADEFF
& SITTERSON, P.A.

By: 

Name: Reggie Bouthillier

Title: Shareholder/Attorney

Registered Office:
106 E. College Avenue, Suite 700
Tallahassee, FL 32301

Principal Corporation Office:
8445 S.W. 80th Street Road
Ocala, Florida 34481

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