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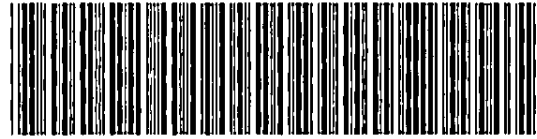
(Business Entity Name)

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Certified Copies _____ Certificates of Status _____

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COVER LETTER

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

SUBJECT: SOUTH MARTIN INDUSTRIAL PARK CONDOMINIUM
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX) ASSOCIATION, INC

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Richard D. Percic
Name (Printed or typed)

Jeck, Harris, Raynor & Jones
790 Juno Ocean Walk, Suite 600
Address

Juno Beach, FL 33408
City, State & Zip

(561) 746-1002
Daytime Telephone number

DPercic@jhrjpa.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

RECEIVED
TALLAHASSEE, FL
JUL 12 2007

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**ARTICLES OF INCORPORATION
OF
SOUTH MARTIN INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.**

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes (the "**Non-Profit Act**") and Chapter 718 of the Florida Statutes (the "**Condominium Act**"), the undersigned hereby incorporates SOUTH MARTIN INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., as a Florida corporation not for profit (the "**Association**"), for the purposes and with the powers hereinafter set forth.

**ARTICLE I
NAME, PRINCIPAL ADDRESS AND MAILING ADDRESS**

1.1 The name of the Association is SOUTH MARTIN INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC.

1.2 The principal address of the Association is 8985 S.E. Bridge Road, Hobe Sound, FL 33455.

1.3 The mailing address of the Association is 601 Heritage Drive, Suite 227, Jupiter, FL 33458.

1.4 The principal address and the mailing address of the Association may be changed from time to time, in the sole discretion of the Board of Directors of the Association ("**Board**"); however, in no event shall the principal address and mailing address of the Association be located in any other state other than the State of Florida.

**ARTICLE II
TERM**

The term for which this Association is to exist shall be perpetual.

**ARTICLE III
INCORPORATOR NAME AND ADDRESS**

3.1 The name of the Incorporator of these Articles of Incorporation of the Association ("**Articles**") is JOSHUA SIMON. JOSHUA SIMON is the Manager of FLF NNA WEST B MEMBER LLC, a Florida limited liability company, the Manager of NNA KANSAS WEST, LLC, a Florida limited liability company (the "**Developer**").

3.2 The principal and mailing address of the Incorporator is 601 Heritage Drive, Suite 227, Jupiter, FL 33458.

**ARTICLE IV
PURPOSE OF ASSOCIATION**

4.1 The Association shall be the entity responsible for the operation of the SOUTH MARTIN INDUSTRIAL PARK CONDOMINIUM (the "**Condominium**"), pursuant to the covenants, restrictions, easements, reservations, regulations, benefits, burdens and liens established by the Declaration of Condominium of the Condominium and all recorded exhibits (the "**Declaration**"), including these Articles.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

the Bylaws of the Association, any rules and regulations promulgated initially by Developer and thereafter by the Board (the "**Rules**"), and all instruments and documents referred to in the Declaration, the Articles, the Bylaws or Rules and executed in connection with this Condominium, all as amended and supplemented from time to time (collectively, the "**Condominium Documents**").

4.2 The purpose for which the Association is organized is to: (a) maintain, operate and manage the Condominium, including the real and personal property (owned or leased) comprising the Condominium and submitted to the condominium form of ownership, whether or not contiguous, including all improvements, including, but not limited to: (i) the Units (*defined in the Declaration*); (ii) the Buildings (*defined in the Declaration*); (iii) the Common Elements (*defined in the Declaration*); and all easements and rights appurtenant thereto intended for use in connection with the Condominium (collectively, "**Condominium Property**") (notwithstanding anything contained herein to the contrary, however, the term "**Condominium Property**" shall exclude any telecommunications lines or equipment owned by a Utility (*defined in the Declaration*) and/or telecommunications firms and/or other entities which have contracted with, or have imposed other legal requirements upon, Developer and/or the Association to provide a Utility or telecommunications service and equipment); (b) own portions of, operate, lease, sell, trade and otherwise deal with the Condominium and the Condominium Property now or in the future in accordance with the terms, covenants, conditions and restrictions established by the Condominium Documents, as amended and supplemented from time to time.

ARTICLE V PLAN OF DEVELOPMENT

5.1 Developer intends to develop the Condominium on property Developer owns within unincorporated Martin County, Florida.

5.2 Developer intends to develop the Condominium as a "phase condominium" as contemplated by Florida Statutes Section 718.403. The plans for all phases of the Condominium have not been finalized.

ARTICLE VI ASSOCIATION POWERS

6.1 The Association through the Board of the Association shall have all of the powers and duties established by: (a) the Declaration; (b) the Bylaws of the Association; (c) the Condominium Act; (d) the Non-Profit Act and the following powers specifically enumerated in these Articles:

a. To make, establish and enforce reasonable Rules governing the use of the Condominium Property, including the Units, the Common Elements and any other portions of the Condominium;

b. To make, levy, collect and enforce Assessments and Charges (*both defined in the Declaration*), in order to provide funds for: (i) the payment of Common Expenses of the Association (*defined in the Declaration*) and other expenses in the manner provided in the Condominium Documents and the Condominium Act; (ii) the maintenance, operation and management of the Condominium; and (iii) the exercise of the powers and duties of the Association;

c. To lease, maintain, repair and replace the Common Elements or Condominium Property;

d. To acquire title to real or personal property or otherwise hold, convey, lease and mortgage Condominium Property or other real or personal property owned by the Association for the use and benefit of the Members of the Association;

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FLORIDA

e. To borrow and obtain loans in order to pay for capital improvements or the repair or replacement of Common Elements and to purchase insurance for the Common Elements;

f. To maintain, manage, repair, replace and operate the Condominium, the Condominium Property and any other portions of the Condominium in accordance with the Declaration and the Condominium Act;

g. In the event of casualty or other loss, to reconstruct improvements comprising the Condominium, the Condominium Property or any other portions of the Condominium;

h. To employ legal counsel to represent the Association; however, the legal counsel employed by the Association may not be the legal counsel employed by the manager or management company employed by the Association;

i. To enforce by legal means the provisions of the Condominium Documents, the Condominium Act and regulations established by the Florida Administrative Code, as such regulations relate to condominiums;

j. To employ personnel, retain independent contractors and professional personnel;

k. To enter into service contracts to provide for the maintenance, operation and management of the Condominium, the Condominium Property and any other portions of the Condominium; however, the Association may not employ or contract with any service provider that is owned or operated by a member of the Board or with a person who has a financial relationship with a member of the Board or officer of the Association or a relative within the third degree of consanguinity by blood or marriage of a member of the Board or officer of the Association; however, this restriction is inapplicable to a service provider in which a member of the Board or officer or a relative within the third degree of consanguinity by blood or marriage of a member of the Board or officer owns less than one percent (1%) of the equity shares;

l. To enter into any other agreements consistent with the purposes of the Association, including, but not limited to: (i) agreements for the management of the Condominium, the Condominium Property and any other portions of the Condominium, which agreements shall be entered into only with community association managers licensed pursuant to Florida Statutes Section 468.4312 and (ii) agreements to acquire possessory or use interests in real property and to provide in such agreements that the expenses of said real property and any improvements in, on or about such real property, including taxes, insurance, utility expenses, maintenance and repairs shall be Common Expenses of the Condominium; and (iii) agreements with regard to the installation, maintenance and operation of a "master" television antenna system and a cable television, communications and monitored alarm system;

m. To purchase Units and to acquire and hold, lease, mortgage and convey such Units, including the right to purchase Units at a foreclosure sale resulting from the foreclosure by the Association of the lien of the Association for unpaid Assessments or to take title by deed-in-lieu of foreclosure; however, no member of the Board, manager or management company of the Association may purchase a Unit at a foreclosure sale resulting from the foreclosure by the Association of a lien for unpaid Assessments or take title by deed-in-lieu of foreclosure;

n. Without the joinder of any Owner, to grant, modify or move any easement if the easement benefits more than one (1) of the Owners and constitutes a part of, or crosses, the Common Elements or Condominium Property;

o. To sue or be sued with respect to the exercise or non-exercise of the powers of the Association;

p. Paying taxes and assessments which are, or may become, liens against the Common Elements of the Condominium and Condominium Property and assessing the Owners responsible for payment for such taxes and assessments;

q. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Condominium Act and the Condominium Documents;

r. Paying all costs of power, water, sewer and other Utility services rendered to the Condominium Property and other portions of the Condominium, which are not billed directly to Owners;

s. Hiring, remunerating and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association;

t. Engaging in mandatory, non-binding arbitration as provided for in Florida Statutes Section 718.112(2)(k), for the settlement of internal disputes arising regarding the operation of the Condominium among Developer, Members, the Association or their agents and assigns;

u. Obtaining competitive bids for materials, equipment and services where required by the Condominium Act and regulations established by the Florida Administrative Code as such regulations relate to condominiums;

v. After control of the Association is obtained by Members other than Developer: (i) to institute, maintain, settle or appeal actions or hearings in the name of the Association on behalf of all Owners concerning matters of common interest to most or all of the Owners, including, but not limited to, the Common Elements or representations of the Developer pertaining to any existing or proposed commonly-used facilities; (ii) to protest ad valorem taxes applicable to the Common Elements; and (iii) to defend actions in eminent domain or to bring inverse condemnation actions; and

w. Approving or disapproving pursuant to the terms of the Declaration leases of all or any portion of a Unit in accordance with the provisions set forth in the Condominium Documents and the Condominium Act; and collecting the highest fee allowed by the Condominium Act for the approval of leases of all or any portion of a Unit.

6.2 Notwithstanding the powers granted to the Association, so long as Developer holds Units for sale in the ordinary course of Developer's business, neither of the following actions may be taken by the Association without approval in writing by Developer: (a) assessment of Developer as an Owner for capital improvements; and (b) any action by the Association that would be detrimental to the sales of Units by Developer. An increase in Assessments for Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale of Units.

6.3 An Owner or Member of the Association has no authority to act on behalf or for the Association by reason of being an Owner or Member of the Association.

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m. Without approval of the Owners, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This Section 14.2m. does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Condominium Documents.

14.3 The special powers authorized under Section 14.2 shall be limited to that time reasonably necessary to protect the health, safety and welfare of the Association and the Owners and the tenants, guests, agents or invitees and shall be reasonably necessary to mitigate further damage, injury or contagion and make emergency repairs.

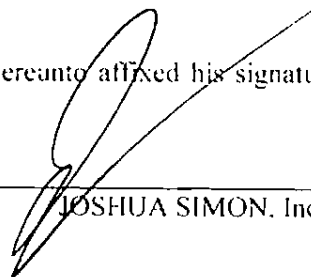
14.4 Notwithstanding the terms of this Article XIV set forth above, during a state of emergency declared by executive order or proclamation of the Governor pursuant to Florida Statutes Section 252.36, the Association may not prohibit any Owner, tenants, Guests, agents or invitees of an Owner from accessing a Unit and the Common Elements and Limited Common Elements appurtenant to a Unit for the purposes of ingress to, and egress from, the Unit when access is necessary in connection with: (a) the sale, lease or other transfer of title to a Unit; and (b) the habitability of the Unit or for the health and safety of such person unless a governmental order or determination or a public health directive from the Centers of Disease Control and Prevention has been issued prohibiting such access to the Unit. Any such access is subject to reasonable restrictions adopted by the Association.

ARTICLE XV REGISTERED AGENT AND REGISTERED OFFICE

15.1 The initial registered agent of the Association is: FLF NNA WEST B MEMBER LLC, a Florida limited liability company.

15.2 The street address of the initial registered office of the Association is: 601 Heritage Drive, Suite 227, Jupiter, FL 33458.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 8th day of July, 2021.



JOSHUA SIMON, Incorporator

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ARTICLE VII MEMBERS

Until such time as the Condominium is submitted to the condominium form of ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the First Board (*defined in Article II, Section 2.1t. of the Bylaws and as described in Section 8.1 below*).

7.2 Once the Condominium is submitted to the condominium form of ownership by the recordation of the Declaration, the Owners, which shall mean, in the first instance, Developer, as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of Members.

7.3 Except as set forth in Section 7.1 and Section 7.2, membership in the Association shall be established by the acquisition of title to a Unit, as evidenced by the recording of a deed or other instrument of conveyance recorded in the Public Records of Martin County, Florida ("**Public Records**"). whereupon the membership of the prior Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring title to such Unit, shall not be a Member until the acquiring party fully complies with all provisions of the Declaration applicable to the transfer of title to a Unit.

7.4 No Member may assign, hypothecate or transfer in any manner the membership interest of such Member or the Undivided Share (*defined in the Declaration*), except as an appurtenance to the Unit.

ARTICLE VIII FIRST BOARD

8.1 The names and addresses of the persons appointed by Developer to serve as the First Board are:

<u>Name</u>	<u>Address</u>
Joshua Simon	601 Heritage Drive, Suite 227, Jupiter, FL 33458
Daniel Simon	601 Heritage Drive, Suite 227, Jupiter, FL 33458
Brian Pawlik	601 Heritage Drive, Suite 227, Jupiter, FL 33458

8.2 The First Board shall serve at the discretion of Developer until the Initial Election Meeting (*defined in the Bylaws*).

ARTICLE IX FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are:

<u>Office</u>	<u>Name</u>
President	Joshua Simon
Vice President	Brian Pawlik
Secretary	Daniel Simon
Treasurer	Daniel Simon

ARTICLE X PROHIBITED ACTIONS BY DIRECTORS, OFFICERS AND THE MANAGER

A Director, an Officer or the Manager may not solicit, offer to accept or accept any item or service of value or kickback for which consideration has not been provided for his or her own benefit or that of his or her immediately family, from any person providing or proposing to provide goods or services to the Association. Any such Director, Officer or Manager who knowingly so solicits, offers to accept or accepts any item or service of value or kickback is subject to civil penalty pursuant to Florida Statutes Section 718.501(1)(d) and, if applicable, a criminal penalty.

ARTICLE XI INDEMNIFICATION

11.1 Every Director and every officer of the Association (and the Directors and/or officers as a group) (individually, "**Indemnitee**" or collectively, "**Indemnities**") shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, paralegal charges and court costs (at all trial and appellate levels) reasonably incurred by or imposed upon Indemnities in connection with any proceeding, litigation or settlement in which Indemnities may become involved by reason of Indemnities being or having been a Director and/or officer of the Association. The foregoing provisions for indemnification shall apply whether or not Indemnities are Directors and/or officers at the time such expenses and/or liabilities are incurred.

11.2 Notwithstanding the above provisions, in the event of a settlement, the indemnification provisions established by this Article XI shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as being in the best interest of the Association.

11.3 In instances where an Indemnitee admits or is adjudged to have engaged in willful misfeasance or malfeasance in the performance of such Indemnitee's duties, the indemnification provisions of these Articles shall not apply.

11.4 Otherwise, the foregoing rights to indemnification shall be in addition to, and not exclusive of, any and all rights of indemnification to which Indemnities may be entitled whether by statute or common law. The indemnification hereby afforded to Indemnities shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors and/or officers, including, but not limited to Developer.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by resolution of the First Board and thereafter may be altered, amended or rescinded pursuant to the terms of Article XXVII of the Bylaws. In the event of a conflict between these Articles and the Bylaws, the provisions of these Articles shall control.

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ARTICLE XIII AMENDMENTS

13.1 Prior to the recording of the Declaration in the Public Records, these Articles may be amended by approval of a majority of the Board, signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Division of Corporations of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment. A certified copy of each such amendment to these Articles shall be attached to these Articles and shall be attached an exhibit to the Declaration upon the recording of the Declaration. This Article XIII is intended to comply with the Non-Profit Act.

13.2 After the recording of the Declaration in the Public Records, these Articles may be amended by the affirmative vote of not less than a majority of the Board at a regular or a special meeting of the Board.

13.3 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 Declaration.

13.4 Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors, without the prior written consent of Developer.

13.5 All references to Florida Statutes Sections and Chapters contained in these Articles shall include the Florida Statutes Sections and Chapters referenced in these Articles, together with any renumbering of such Florida Statute Sections and Chapters.

13.6 All amendments to the Condominium Act and the Florida Regulations that become effective after the date of approval of these Articles by the Board, which conflict with the terms of these Articles, shall modify any applicable conflicting terms of these Articles only upon: (a) authorization by written resolution of the Board of Directors approving such amendment; and (b) recording of such resolution in the Public Records.

ARTICLE XIV EMERGENCY POWERS

14.1 For the purposes of this Article XIV, "**Emergency**" means damage or injury caused by or in connection with, an emergency as defined in Florida Statutes Section 252.34(4) or for which a state of emergency is declared pursuant to Florida Statutes Section 252.36 in the locale in which the Condominium is located.

14.2 During any Emergency, the following actions may be taken by or on behalf of the Association:

a. Conduct Board meetings, committee meetings, elections and meetings of the Members, in whole or in part, by telephone, real-time videoconferencing or similar real-time electronic or video communication with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, electronic transmission, public service announcements and conspicuous posting on the Condominium Property or any other means the Board deems reasonable under the circumstances. Notice of decisions may be communicated as provided in this Section 14.2.

b. Cancel and reschedule any meeting of the Association.

c. Name as assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any Officer of the Association.

d. Relocate the principal office of the Association or designate alternative principal offices.

e. Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

f. Implement a disaster plan or an emergency plan before, during or following the event for which a state of emergency is declared which may include, but is not limited to, electricity, water, sewer or security systems.

g. Based upon advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by, or otherwise available to, the Board, determine any portion of the Condominium Property unavailable for entry or occupancy by Owners, family members, tenants, Guests, agents or invitees to protect the health, safety or welfare of such persons.

h. Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Owner or other occupant of a Condominium fail or refuse to evacuate the Condominium Property or any portion of the Condominium Property where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

i. Based upon advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by, or otherwise available to, the Board, determine whether the Condominium Property or any portion of the Condominium Property can be safely inhabited, accessed or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

j. Mitigate further damage, injury or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus or contagion, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry or other fixtures on or within the Condominium Property, even if the Owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from a Unit.

k. Contract, on behalf of any Owner or Owners, for items or services for which the Owners are otherwise individually responsible, but which are necessary to prevent further injury, contagion or damage to the Condominium Property. In such event, the Owner or Owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services; and the Association may use the lien authority of the Association provided by Florida Statutes Section 718.116 to enforce collection of the Charges. Without limitation, such items or services may include the drying of Units, the boarding of broken windows or doors and the replacement of damaged portions of the HVAC system to provide climate control in the Units or other portions of the Condominium Property and the sanitizing of the Condominium Property.

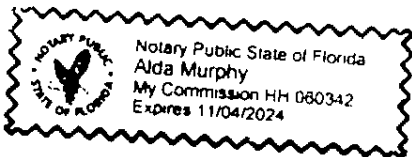
l. Regardless of any provision to the contrary and, even if such authority does not specifically appear in the Condominium Documents, levy Special Assessments without a vote of the Owners.

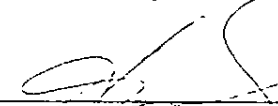
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgements by means of ☒ physical presence or ☐ online notarization, personally appeared JOSHUA SIMON, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. JOSHUA SIMON is ☒ personally known to me or ☐ produced a driver's license as identification.

WITNESS my hand and official seal in the State and County last aforesaid-this 8th day of July, 2021.

[NOTARY SEAL]




Notary Public – State of Florida

Printed Name: Alda Murphy

My Commission Expires: 11/4/2024

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SEALING
TALLAHASSEE, FLORIDA

The undersigned Manager of FLF NNA WEST BE MEMBER LLC hereby accepts the designation of Registered Agent of SOUTH MARTIN INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., as set forth in Section 15.1 of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

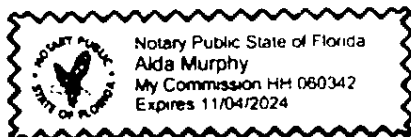
FLF NNA WEST B MEMBER LLC, a Florida
limited liability company

By: [Signature]
JOSHUA SIMON, its Manager

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of July, 2021, by JOSHUA SIMON, as Manager of FLF NNA WEST B MEMBER LLC, a Florida limited liability company, as Registered Agent, on the behalf of the company. JOSHUA SIMON is ☒ personally known to me or ☐ produced a driver's license as identification.

[NOTARY SEAL]



[Signature]
Notary Public – State of Florida

Printed Name: Aida MURPHY

My Commission Expires: 11/4/2024

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S. J. HART
TALLAHASSEE, FL 32309