

7/13/2021

Division of Corporations

**N2100008461**

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

((H21000269543 3)))



H210002695433ABC%

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:

Division of Corporations  
Fax Number : (850)617-6381

From:

Account Name : MDLG, PLLC  
Account Number : 120200000024  
Phone : (813)515-5050  
Fax Number : (813)213-4086

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: clregan@Launchproperties.com

38  
SECRETARY OF  
TALLAHASSEE  
21 JUL 13 AM 3:23  
FILED

**FLORIDA PROFIT/NON PROFIT CORPORATION  
LAUNCH SUMMER RIDGE PROPERTY OWNERS ASSOCIATION,  
INC**

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 0       |
| Page Count            | 09      |
| Estimated Charge      | \$70.00 |

2021 JUL 13 PM 4:50

SB  
7/14/21

(((H21000269543 3)))

## ARTICLES OF INCORPORATION

OF

### LAUNCH SUMMER RIDGE PROPERTY OWNERS ASSOCIATION, INC. (A Corporation, Not-for-Profit)

In order to form a corporation under the provisions of Chapter 617 of laws of the State of Florida for a formation of a corporation, not-for-profit, I, the undersigned, hereby create a corporation for the purpose and with the powers herein mentioned.

#### PREAMBLE

Launch Summer Ridge, LLC, a Minnesota limited liability company (the "Owner") intends to record the Declaration (defined below) which will affect certain property located in Lee County, Florida. This association is being formed to administer the Declaration and to perform, among other things, the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Lee County, Florida. All of the Definitions contained in the Declaration shall apply to these Articles, and to the Bylaws of the Association. Until such time as the Declaration is so recorded, the incorporator shall be the sole member of the Association.

#### ARTICLE I

##### NAME AND ADDRESS

The name of the corporation, herein called the "Association," is Launch Summer Ridge Property Owners Association, Inc., and the initial mailing address and address of the principal office of the Association is 800 Lasalle Avenue, Suite 1610, Minneapolis, Minnesota 55402.

#### ARTICLE II

##### DEFINITIONS

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Covenants, Conditions and Restrictions of Launch Summer Ridge Property Owners Association (the "Declaration"), as it may be amended from time to time.

#### ARTICLE III

##### PURPOSE AND POWERS

3.1 Purpose. The purpose for which the Association is organized is to provide an entity to administer, enforce and carry out the terms of the Declaration.

(((H21000269543 3)))

(((H21000269543 3)))

3.2 Powers. The Association is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation, not-for-profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration, or the By-Laws of this Association, and it shall have all the powers and duties, express or implied, granted to it under the terms of the Declaration or otherwise reasonably necessary to administer, enforce and carry out the terms and provisions of the Declaration, and operate the Association pursuant to the Declaration, as such Declaration may hereafter be amended, including, but not limited to, the following:

A. To levy and collect assessments pursuant to the terms of the Declaration against Members of the Association to defray the costs, expenses and losses of the Association, and to use the proceeds of assessments in the exercise of its powers and duties;

B. To maintain, repair, replace, add to and operate the Common Areas, including without limitation, the Surface Water Management System;

C. To reconstruct Common Areas after casualty;

D. To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;

E. To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the By-Laws of the Association;

F. To contract for the operation and maintenance of the Common Areas, including without limitation, the Surface Water Management System, and to delegate any powers and duties of the Association in connection therewith, except such as specifically required by the Declaration to be exercised by the Board of Directors or the Members of the Association;

G. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operations of the Association and administration, enforcement and carrying out of the terms of the Declaration;

H. To hold funds and the title to all property acquired by the Association for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws;

I. To operate and maintain the Surface Water Management System, including without limitation, any on-site and off-site storm sewer drainage lines, manholes, catch basins, ponding or retention areas, and other drainage improvements, including any above ground and underground equipment, pipes systems ancillary thereto, and related landscape buffers and landscaping improvements, and all improvements constructed from time to time in repair or replacement of the same, and to contract for services to provide for the operation and maintenance of Surface Water Management System. Moreover, the Association shall operate, maintain, and manage the Surface Water Management System in a manner consistent and in compliance with

(((H21000269543 3)))

((H21000269543 3)))

Southwest Florida Water Management District permit requirements and applicable District rules and regulations, and the terms and conditions of the Declaration (including enforcement provisions) which relate to the Surface Water Management System. Additionally, the Association shall levy and collect adequate assessments against Members for the cost of maintenance and operation of the Surface Water Management System:

J. To require all Parcel Owners, to be Members of the Association;

K. To take any other action necessary for the purposes for which the Association is organized; and

#### ARTICLE IV MEMBERSHIP

4.1 Qualification. The Members of the Association shall consist of all Owners (as defined in the Declaration), and as further provided in the By-Laws. Such membership shall be initially established upon the recording of these Articles and the Declaration among the Public Records of Lee County, Florida.

4.2 Change of Membership. Change of membership shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument transferring title to the Owner's applicable Parcel (as defined in the Declaration). Notwithstanding the foregoing, the Association shall be not obligated to recognize such transfer of membership until delivery to the Association of a copy of such instrument.

4.3 Assignment of Membership Rights. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner, except as an appurtenance to its fee simple interest in a Parcel.

4.4 Voting. The Members shall be entitled to the number of votes in Association matters as set forth in the Declaration and By-Laws. The manner of exercising voting rights shall be as set forth in the Declaration and By-Laws.

#### ARTICLE V TERM

5.1 Term. The term of the Association shall be perpetual.

5.2 Dissolution. In the event of dissolution, the control or right of access to any portion of the Properties containing the Surface Water Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility. If the Surface Water Management System are not accepted by governmental or public utility, then they shall be conveyed to a non-profit corporation similar to the Association.

21 JUL 13 AM 3:23  
FILED  
SECRET  
FALL 2021

((H21000269543 3)))

## ARTICLE VI

### BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided therein.

## ARTICLE VII

### AMENDMENTS

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

A. Until Turnover of Control (as defined in the Declaration), Launch Summer Ridge, L.L.C., a Minnesota limited liability company (the "Declarant"), shall have the unilateral right to amend these Articles.

B. After election of a majority of the Board other than by the Declarant, amendments to these Articles may be proposed either by a majority of the whole Board or by a petition signed by the Members representing 100% of the voting interests of the Association. Once so proposed, the amendments shall be submitted to a vote of the Members no later than the next annual meeting for which proper notice can be given.

C. After election of a majority of the Board by Members other than by the Declarant, these Articles of Incorporation may be amended by a vote of all Members present and voting at a special or annual meeting at which a quorum has been established. Any ~~single~~ amendment may also be approved in writing by a majority of the total voting interests without an meeting. Notice of any proposed amendment must be given to the Members, and the notice must contain the text of the proposed amendment.

D. Any proposed amendment to these Articles of the Declaration, which would affect the Surface Water Management System (including environmental conservation areas, if any, and the water management portions of the Common Areas), must be submitted to the Southwest Florida Water Management District or its successors for a determination of whether the amendment necessitates a modification of the surface water management permit.

E. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Hillsborough County, Florida.

## ARTICLE VIII

### DIRECTORS AND OFFICERS

8.1 Appointment by Developer. All Directors shall be appointed by the Declarant until Turnover of Control.

8.2 Initial Board. The names and addresses of the initial Board of Directors is:

Daniel O. Regan

800 Lasalle Avenue, Suite 1610, Minneapolis, MN 55402

((H21000269543 3)))

((H21000269543 3)))

Michael G. Sims 800 Lasalle Avenue, Suite 1610, Minneapolis, MN 55402

Michael T. Lund 800 Lasalle Avenue, Suite 1610, Minneapolis, MN 55402

8.3 Election by Owners. Upon Turnover of Control, subject to Article XI, all Directors shall be elected by the Parcel Owners in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

8.4 Number of Directors. The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors.

8.5 Election of Officers. The business of the Association shall be conducted by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the initial organizational meeting and then the annual meeting of the Members of the Association thereafter and shall serve at the pleasure of the Board.

## ARTICLE IX INDEMNIFICATION

9.1 Indemnification of Director or Officer. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and Officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceedings) to which he or she may be a party because of his or her being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his or her actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interest of the Association to procure a judgment in its favor.

B. A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his or her action was unlawful or had reasonable cause to believe his action was lawful.

C. A transaction from which the Director or Officer derived an improper personal benefit.

9.2 Approval of Settlement. In the event of a settlement or any dispute with respect to any indemnification, the right to indemnification shall not apply unless the Board of Directors approves such settlement or disposes of any such dispute as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all rights to which a Director or Officer may otherwise be entitled at law and law in equity.

((H21000269543 3)))

((H21000269543 3)))

# ARTICLE X PRINCIPAL OFFICE

The principal office of the Association shall be located at 800 Lasalle Avenue, Suite 1610, Minneapolis, Minnesota 55402. The Association may maintain offices and transact business in other such places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors may from time to time relocate the aforesaid principal office.

# ARTICLE XI TURNOVER

Turnover of Control of the Association ("Turnover of Control") shall be as defined in the Declaration.

# ARTICLE XII SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the Surface Water Management System become the responsibility of an appropriate agency of local government, and if not accepted, then when the Surface Water Management System has been dedicated to a similar nonprofit corporation. Any other infrastructure and property of the Association will so be conveyed as provided for in the foregoing sentence if the Association elects to dissolve.

# ARTICLE XIII SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows:

|                 |                                |
|-----------------|--------------------------------|
| Daniel O. Regan | 800 Lasalle Avenue, Suite 1610 |
|                 | Minneapolis, MN 55402          |

# ARTICLE XIV REGISTERED AGENT

The initial registered agent of the Association is MDLG PLLC d/b/a Maguire Law Group at 3300 Henderson Blvd., Suite 206A, Tampa, Florida 33609. This corporation shall have the right to change such registered agent and office from time to time as provided by law.

*[Remainder of page intentionally left blank]*

((H21000269543 3)))

21 JUL 13 AM 3:23  
FILED

((H21000269543 3)))

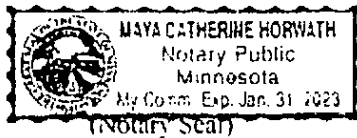
IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal this 4th day of June, 2021.

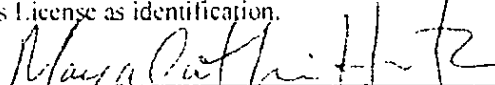
INCORPORATOR:

  
\_\_\_\_\_  
DANIEL O. REGAN

STATE OF MINNESOTA  
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me by means of ☐ physical appearance or ☐ online notarization, this 4th day of June, 2021, by **DANIEL O. REGAN**, who is personally known to me or has produced a Minnesota Driver's License as identification.



  
\_\_\_\_\_  
Notary Public - (Signature)  
Print Name: Maya Catherine Horwath  
My Commission Expires: 1/31/2023

FILED  
21 JUL 13 AM 3:23  
SECRETARY  
FALL ARKSHIRE, IL, USA

((H21000269543 3)))




((H21000269543 3)))

**ACCEPTANCE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

I, the undersigned person, having been named as Registered Agent and to accept service of process for the above-stated corporation at the place designated in this statement, hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

**MDLG PLLC d/b/a MAGUIRE LAW  
GROUP**

By:

  
Michael P. Maguire, Partner

Dated:

7/13/21

21 JUL 13 AM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

((H21000269543 3)))