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FLORIDA PROFIT/NON PROFIT CORPORATION
CHARLOTTE REGIONAL INTERSTATE BUSINESS PARK ASSOC IN

Certificate of Status	1
Certified Copy	0
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T. SCOTT
JAN 03 2022

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**ARTICLES OF INCORPORATION
OF
CHARLOTTE REGIONAL INTERSTATE BUSINESS PARK ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is **CHARLOTTE REGIONAL INTERSTATE BUSINESS PARK ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "**Association**").

2. Principal Office. The principal office of the Association is 32 South Osprey Avenue, Suite 102, Sarasota, FL 34236.

3. Registered Office - Registered Agent. The Association hereby appoints the Registered Agent to accept service of process within the State of Florida and to maintain all records relating to permitting actions by the Southwest Florida Water Management District ("**SWFWMD**"). The street address of the Registered Office of Association is 4099 Tamiami Trail North, Suite 403, Naples, FL 34103. The name of the Registered Agent of the Association is:

James D. Vogel

4. Definitions. A Declaration of Drainage Easements and Maintenance Covenants (the "**Declaration**") has been or will be recorded in the Public Records of Charlotte County, Florida, and shall govern the operations of a storm water management system within lands located by the northwest corner of Piper Road and Jones Loop Road, Charlotte County, Florida, and more particularly described in and subject to the Declaration ("**Land**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and drainage improvements therein; (b) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (c) administer the related interests of the Association and the Members. The Association shall operate, maintain and manage the Surface Water Management System for the Land ("**SWMS**") in a manner consistent with the requirements of the WMD Permits and applicable SWFWMD rules, and shall assist in the enforcement of the terms, covenants and conditions contained herein, including all such provisions of the Declaration which relate to the SWMS.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and the Bylaws, and as herein provided;

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7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all covenants and conditions governing or binding upon the Association and the Common Areas;

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and the Bylaws. The Association shall levy and collect adequate Assessments against the Members of the Association for the costs of maintenance and operation of the SWMS. The Assessments levied by the Association shall be used for the purpose of operating and maintaining the SWMS, and in particular, without limitation, for the improvement, repair and maintenance of the Common Areas, including without limitation (i) maintenance and repair of the SWMS as well as any mitigation or preservation areas, including but not limited to work within Retention Areas, drainage structures and any private drainage easement(s) and (ii) such other purposes if and as may be provided in the Declaration;

7.4 To pay necessary General Expenses, including all licenses, taxes or governmental charges levied or imposed against the Association or its property;

7.5 To acquire (by gift, purchase or otherwise), own, hold, improve, operate, maintain, or dedicate, or convey or transfer to a successor property owner association, real or personal property interests such as the Common Areas in connection with the functions of the Association pursuant to the Declaration;

7.6 To borrow money upon (a) the approval of a majority of the Board; and (b) the consent of the Members, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred with such approval and consent, including the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.7 To dedicate, grant, license, lease, concession, create easements upon, or transfer all or any part of the property of the Association to any public agency, entity, authority, utility or other person or entity for such purposes as may expressly be provided in the Declaration;

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes if approved by all of the Members;

7.9 To adopt, establish, publish, promulgate or enforce reasonable rules or regulations governing the Association, the Common Areas or the SWMS as provided in the Declaration and in order to effectuate all of the purposes for which the Association is organized;

7.10 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise, including, without limitation, the right to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;

7.11 To retain consultants or independent contractors to contract for management of the Association and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

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7.12 To contract for services to provide operation, maintenance and repair services to, or for the benefit of, the Association and the Common Areas, and for operation and maintenance of the SWMS;

7.13 To require all owners of the Land to be Members of the Association;

7.14 To operate, maintain (including, without limitation, the performance of routine custodial maintenance), and manage the SWMS in a manner consistent with the requirements of the WMD Permits and applicable SWFWMD rules, and shall assist in the enforcement of the covenants and conditions contained therein;

7.15 To demonstrate that the portions of the Land on which the SWMS is located are owned or otherwise controlled by the Association to the extent necessary to operate and maintain the SWMS or convey operation and maintenance responsibility to another entity; and

7.16 To take any other action necessary in furtherance of the purposes for which the Association is organized in accordance with the Declaration.

8. Voting Rights. The Members shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of Directors with three (3) members. Board members shall be appointed and/or elected as stated in the Bylaws and the election of Directors shall be held at the annual meeting PROVIDED THAT the Member(s) owning the North Parcel shall have the right to elect or appoint one (1) Director as shall the Member(s) owning the Center Parcel, and the Member(s) owning the South Parcel. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows: are as follows:

NAME	ADDRESS
Jason K. Bria (Center Parcel)	c/o SunCap Property Group 6101 Carnegie Boulevard, Suite 180 Charlotte, North Carolina 28209
Steven J. Ostermann (North Parcel)	32 South Osprey Avenue, Suite 102 Sarasota, FL 34236
Bala Nandigam (South Parcel)	2400 Harbor Blvd., Unit 12 Port Charlotte, FL 33952

10. Duration; Dissolution. 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. However, should the Association dissolve, and except as otherwise provided in the Declaration, the SWMS shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), who has the powers listed in section 12.3.4(b)1. through 8., the

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covenants and restrictions required in section 12.3.4(c)1. through 9., and the ability to accept responsibility for the operation and maintenance of the SWMS described in section 12.3.4(d)1. or 2., all of SWFWMD's Environmental Resource Permit Applicant's Handbook Volume I (General and Environmental). In addition to and not in place of the preceding sentence, 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, 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 its properties.

11. Amendment.

11.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect in any material way the rights of any Member, unless such amendment receives the prior written consent of each affected Member, 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 entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

11.2 Amendments Generally. 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) two thirds (2/3rds) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members.

11.3 Compliance with SWFWMD. Subject to the general restrictions on amendments set forth above, the Board shall have the power and authority to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be reasonably requested or required by SWFWMD or any other governmental agency or body having jurisdiction over the SWMS. No approval or joinder of the Members, or any other party shall be required or necessary to any such amendments by the Board.

12. Limitations.

12.1 Declaration is Paramount. 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.

12.2 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

13. Officers. The Board shall elect a President, Vice President and Secretary/Treasurer, and any Assistant Vice President(s) as the Board shall from time to time determine, but with one (1) each of the primary offices specifically listed below to be filled by a qualified individual nominated by (a) the Member(s) owning the North Parcel, (b) the Member(s) owning the Center Parcel, and

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(c) the Member(s) owning the South Parcel. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows: follows:

President:	Stephen J. Ostermann
Vice President:	Jason K. Bria
Secretary/Treasurer:	Bala Nandigam

14. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

15. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Members, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested party shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction. Without limiting the generality of the foregoing, the Association is hereby designating Resource Capital Partners, LLC ("Agent"), and Agent has agreed, to serve as the Agent of the Association in undertaking and contracting for services and any materials to complete all maintenance obligations of the Association under the Declaration, and for general administration and management of the Association, until such time as Agent may resign or be removed by the Board (on not less than 60 days prior written notice in each case unless for cause), in consideration of which Agent is entitled to an administrative and management fee equal to Five Percent (5%) of the other budgeted costs of the Association (but in no event less than \$500 per month). No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

16. Effective Date. These Articles shall be effective, and corporate existence shall begin, as of December 29, 2021, unless the filing date is more than 5 business days after that date as stated in 617.0203, F.S.

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IN WITNESS WHEREOF, for the purpose 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 as of this 29 day of December, 2021.


Name: James D. Vogel

Title: Incorporator

Address: c/o Vogel Law Office, P.A.
4099 Tamiami Trail North, Suite 403
Naples, FL 34103**ACCEPTANCE BY 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 29 day of December, 2021.By: 

Name: James D. Vogel

Title: Registered Agent

Registered Office:

4099 Tamiami Trail North, Suite 403
Naples, FL 34103

Principal Corporate Office:

32 South Osprey Avenue, Suite 102
Sarasota, FL 34236

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