

# N2200000/643

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To:

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

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Account Number : I20030000004  
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## FLORIDA PROFIT/NON PROFIT CORPORATION

### Apopka 429 Industrial Master Association, Inc.

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 0       |
| Page Count            | 06      |
| Estimated Charge      | \$70.00 |

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**ARTICLES OF INCORPORATION OF  
APOPKA 429 INDUSTRIAL MASTER ASSOCIATION, INC.  
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

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 APOPKA 429 INDUSTRIAL MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

2. Principal Office. The street address of the initial principal office of the Association is 300 South Orange Avenue, Suite 1600, Orlando, Florida 32801.

3. Registered Office - Registered Agent. The street address of the initial Registered Office of the Association is 300 South Orange Avenue, Suite 1600, Orlando, Florida 32801. The name of the initial Registered Agent of the Association at that address is CORPORATION COMPANY OF ORLANDO.

4. Definitions. The Declaration of Covenants, Conditions, and Restrictions for Apopka 429 (the "Declaration") will be recorded in the Public Records of Orange County, Florida, and shall govern all of the operations of an industrial park to be known as Apopka 429 (the "Property"). 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 maintenance of the storm water system and ponds within the Property (except those serving only the parcel on which they are located if maintained by such parcel owners), Property signage, and common landscaping, trees and grass within all medians and rights-of-way and the main access road; (b) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (c) administer the interests of the Association and the Owners.

6. Not for Profit. The Association is a Florida not-for-profit 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 Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and the Property;

7.3 To operate, maintain and manage the Surface Water or Storm Water Management System ("SWMS") in a manner consistent with the SJRWMD permit requirements and applicable SJRWMD rules, and shall have the right to take enforcement action pursuant to 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;

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7.4 To fix, levy, collect and enforce payment, by any lawful means, all assessments pursuant to the terms of the Declaration, these Articles and Bylaws, including adequate assessments for the costs of maintenance and operation of the SWMS;

7.5 To pay all operating expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.7 To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's assessment collection rights;

7.8 To dedicate, grant, license, lease, grant concessions, create easements upon, sell or transfer all or any part of the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association and the Property, and to effectuate all of the purposes for which the Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.12 To employ personnel and retain 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;

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, and the Common Areas as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services; and

7.14 To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. The Owners 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 composed of an odd number of members with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. 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:

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CITY OF MIAMI

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| <u>NAME</u>    | <u>ADDRESS</u>                            |
|----------------|---|
| Austin Jones   | 2830 Drane Field Road, Lakeland, FL 33811 |
| Howard Bayless | 2830 Drane Field Road, Lakeland, FL 33811 |
| Brian Martin   | 3301 Bellington Drive, Orlando, FL 32835  |

10. Dissolution. 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; provided, however, that the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which would comply with Section 62-330, F.A.C., and be approved by SJRWMD prior to such termination, dissolution or liquidation.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State of the State of Florida. The Association shall exist in perpetuity.

12. Amendments.

12.1 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 consent may be withheld in the sole discretion of the Declarant 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.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, 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. 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, the Association must first obtain Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, 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 of the Association, at which there is a quorum.

13. Limitations.

13.1 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.

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13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

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

14. Indemnification of Officers and Directors. The 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 or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, the Association, or other organization in which one or more of its officers or directors are officers, directors or employees or otherwise interested 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, or solely because said Officers' or Directors' votes are counted for such purpose. 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.

[Signatures on the Following Page]

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SECRET  
TALLAHASSEE, FL  
STATE

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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 16<sup>th</sup> day of February, 2022.

  
Corporation Company of Orlando  
300 South Orange Avenue, Suite 1600  
Orlando, FL 32801

**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: 2/16/2022

  
Corporation Company of Orlando

Initial Registered Office:  
300 South Orange Ave., Ste. 1600, Orlando, FL 32801

Initial Principal Corporation Office:  
300 South Orange Ave., Ste. 1600, Orlando, FL 32801

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CLERK OF COURT  
TALLAHASSEE

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