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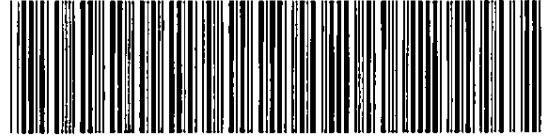
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**DATE:** 05/26/23

**NAME:** TYNDALL STATION HOMEOWNERS ASSOCIATION, INC

**TYPE OF FILING:** ARTICLES

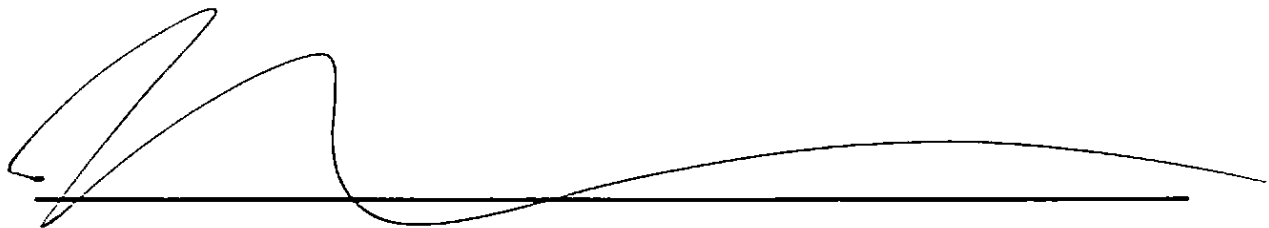
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**AUTHORIZATION:** ABBIE/PAUL HODGE



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**ARTICLES OF INCORPORATION  
OF  
TYNDALL STATION HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, being of full legal age, hereby makes, subscribes, acknowledges and files with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I  
NAME**

Section 1. The name of this corporation is TYNDALL STATION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

**ARTICLE II  
OFFICE AND REGISTERED AGENT**

Section 1. The street address of the Association's initial principal office is as follows:

2202 State Avenue, Suite 201  
Panama City, Florida 32405

Section 2. The name of the Association's initial registered agent and the address of the initial registered office of the Association are as follows:

Mohamed B. Elkady  
2202 State Avenue, Suite 201  
Panama City, Florida 32405

Both the Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III  
PURPOSE**

Section 1. This Association does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and residential lots within that certain tract of property (hereinafter called the "Property") in Bay County, Florida, legally described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

## ARTICLE IV POWERS

Section 1. Without limitation the Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for TYNDALL STATION TOWNHOMES SUBDIVISION (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in Bay County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Borrowing. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. With the approval of three-fourths (3/4) of each class of members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as three-fourths (3/4) of each class of members determine, as provided in the Declaration;

(g) Mergers. With the approval of two-thirds (2/3) of each class of members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area(as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(i) Levy/Collect Assessments. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System (as defined in the Declaration), including but not limited to, work within retention areas, drainage structures, and drainage easements;

(j) Operate/Maintain. To own, operate, maintain, and manage the Common Areas (as defined in the Declaration), and improvements thereto as outlined in the Declaration, the conservation areas and the Stormwater Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and related appurtenances, in a manner consistent with the Northwest Florida Water Management District (the "District") permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein;

(k) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(l) Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(m) Litigation. To sue or be sued; provided, however, that this Association's right to sue any third party maybe limited pursuant to the terms of the Declaration;

(n) Contract for Maintenance of Stormwater Management System. Contract for services to provide for operation and maintenance of the Stormwater Management System if the Association contemplates employing a maintenance company therefor; and

(o) Other. Engage in all lawful acts permitted or authorized by Section 617.0302, Florida Statutes, as amended from time to time.

## **ARTICLE V MEMBERSHIP**

Section 1. Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot (as defined in the Declaration) that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner (as defined in the Declaration) of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

## **ARTICLE VI VOTING RIGHTS**

Section 1. This Association shall have two classes of voting membership:

(a) Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Article V hercof; provided, however,

there shall be only one (1) vote per Lot. In any situation where a person is entitled personally to exercise the vote for his Lot and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of this Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it

The Class "B" Member shall be the Declarant (as defined in the Declaration). The Class "B" Member shall have three (3) votes for each Lot that it owns until the end of the Class "B" Control Period, as hereafter defined. Thereafter, the Class "B" Member shall have one (1) vote for each Lot which it owns. Other rights of the Class "B" Member, including the right to approve actions taken under the Declaration and this Association's By-Laws, are specified in the Declaration and the By-Laws.

Section 2. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors of this Association during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within sixty (60) days after a vacancy occurs on the Board for which the Class "B" Member would be entitled to appoint a successor, the Class "B" Member shall be deemed to have waived its right to appoint such a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of this Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws in addition to those directors the voting members may be entitled to elect under Article V of the By-Laws.

Section 3. The Class "B" Control Period shall commence with the execution and recordation in the Public Records of Bay County, Florida of the Declaration by Declarant and expire when Turnover (as defined in the Declaration) occurs.

## **ARTICLE VII NONPROFIT CORPORATION**

Section 1. The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Articles, the Bylaws of the Association or the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or member of the Association.

## **ARTICLE VIII BOARD OF DIRECTORS**

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members. The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting occurring after the Class "B" Control Period expires, all vacancies occurring on the Board of Directors, if any, will be filled by

majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each member may vote for each vacancy; however, cumulative voting is not permitted. Directors need not be Association members until after expiration of the Class "B" Control Period. The method of election of Directors is further set forth in the Bylaws of the Association.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are as follows:

	<b>NAME:</b>	<b>ADDRESS:</b>
1.	Mohamed B. Elkady	2202 State Avenue, Suite 201 Panama City, Florida 32405
2.	Kamel Elzawahry	2202 State Avenue, Suite 201 Panama City, Florida 32405
3.	Sheila Martin	2202 State Avenue, Suite 201 Panama City, Florida 32405

#### **ARTICLE IX INCORPORATOR**

Section 1. The name and address of the incorporator are as follows:  
Mohamed B. Elkady  
2202 State Avenue, Suite 201  
Panama City, Florida 32405

#### **ARTICLE X DISSOLUTION**

Section 1. This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

Section 2. In the event, of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Chapter 40A of the Florida Administrative Code and be approved by the Northwest Florida Water Management District prior to such termination, dissolution or liquidation; however, if the Association is dissolved in accordance with this Article IX, the control or right of access to the property containing the Stormwater Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Stormwater Management System shall be conveyed to a non-profit corporation similar to the Association.

## **ARTICLE XI DURATION**

Section 1. This Association exists perpetually until dissolved.

## **ARTICLE XII BY-LAWS**

Section 1. This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered amended, or rescinded with the approval of the Board of Directors in accordance with the By-Laws, except as to those provisions for amendment to the By-Laws which are provided in the Declaration or any future supplemental declaration in which case those provisions shall control such amendment.

## **ARTICLE XIII AMENDMENTS**

Section 1. Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that, after the expiration of the Class "B" Control Period, each such amendment must have the approval in writing of at least two-thirds (2/3) of the Owners, excluding Declarant. No amendment to this charter pursuant to this section shall extinguish the duty of the Association to maintain all Common Area and improvements thereon as provided herein.

## **ARTICLE XIV INTERPRETATION**

Section 1. Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends for, its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results. In the case of any conflict between these Articles and the By-Laws, these Articles shall control, and in the case of any conflict between the Declaration and these Articles, the Declaration shall control.

## **ARTICLE XV INDEMNIFICATION**

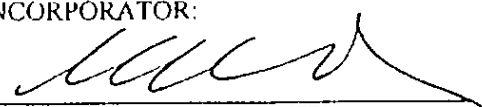
Section 1. The Association shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the Association), by reason of the fact that such individual is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law, said indemnity to



include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director, officer, employee or agent as hereinabove provided, or as otherwise contemplated and included within applicable law. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director, officer, employee or agent after the effective date of such amendment, and such amendment shall not otherwise affect the rights of indemnification for any individual who has theretofore served as a director, officer, employee or agent.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation, this 25<sup>th</sup> day of May, 2023.

INCORPORATOR:

  
Name: Mohamed B. Elkady

STATE OF FLORIDA,  
COUNTY OF BAY.

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Mohamed B. Eldady, to me ☒ personally known or ☐ who has produced \_\_\_\_\_ as identification, and known to me to be the individual described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Bay County, Florida said County and State, this 25<sup>th</sup> day of May, 2023.

Notary Public: Taylor Behr  
Print Name: Taylor Behr  
My Commission Expires: 7/25/2027

(Notary Seal)



## EXHIBIT "A" TO ARTICLES OF INCORPORATION

LEGAL DESCRIPTION (Official Records Book 4030, Page 825, Bay County, Florida), BEGINNING at the northeast corner of Lot 109, CALLAWAY CORNERS, as recorded in Plat Book 22, Page 92, of the Public Records of Bay County, Florida hence North 89°49'32" West, along the northerly boundary of said CALLAWAY CORNERS, a distance of 361.52 feet; thence North 00°29'16" East, along the easterly boundary of said CALLAWAY CORNERS, a distance of 367.09 feet; thence South 88°31'13" East a distance of 361.86 feet to the westerly maintained right-of-way of North Gay Avenue; thence South 00°32'05" West, along the westerly maintained right-of-way of North Gay Avenue, a distance of 358.85 feet to the POINT OF BEGINNING. Said parcel being a portion of Lot 42 and Lot 55, ST. ANDREWS BAY DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 7, TOWNSHIP 4 S, RANGE 14 W, recorded in Plat Book 5, Page 41, of the Public Records of Bay County Florida; lies within the Southwest Quarter of the Northwest Quarter of Section 7, Township 4 South, Range 14 West, Bay County, Florida.

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

TYNDALL STATION HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida as a corporation not for profit, with its initial principal office, as indicated in its Articles of Incorporation, at 2202 State Avenue, Suite 201, Panama City, Florida 32405, has named, Mohamed B. Elkady, whose business office is located at 2202 State Avenue, Suite 201, Panama City, Florida 32405, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Fla. Stat., relative to the proper and complete performance of my duties.

Date: May 25, 2023



Print Name: Mohamed B. Elkady

2023 MAY 26 AM 3:50  
TALLAHASSEE, FLORIDA