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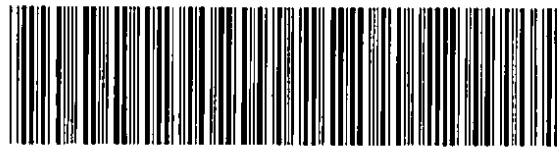
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1. **CROWN SQUARE PROPERTY OWNERS ASSOCIATION, INC.**

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

**SPECIAL
INSTRUCTIONS:**

**ARTICLES OF INCORPORATION
OF
CROWN SQUARE PROPERTY OWNERS ASSOCIATION, INC.**

A Non Profit Corporation

The undersigned residents of the State of Florida hereby associate themselves for the purpose of forming a non profit corporation under Chapter 617 of the laws of the State of Florida and certify:

ARTICLE I
Name

The name of this corporation is Crown Square Property Owners Association, Inc., called the "Association" in these Articles.

ARTICLE II
Office and Registered Agent

The Association's principal office is located at 150 E. Palmetto Park Road, Suite 700, Boca Raton, FL 33432 and Corporate Access is hereby appointed the initial registered agent of the Association and its address for such purposes is 236 E. 6th Avenue, Tallahassee, FL 32303. Both the Association's registered office and registered agent may be changed from time to time as provided by law.

ARTICLE III
Purpose and Powers of the Association

The Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the owners of the lands which is described in, and made subject to, the provisions of that Master Declaration of Restrictive Covenants and Easement Agreement for Crown Square (Malabar Road, Palm Bay, Florida), recorded in Official Records Book 9079, Page 163, of the Public Records of Brevard County, Florida, as amended from time to time (the "**Declaration**") and the real property subjected to the terms and conditions of the Declaration and any additions to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration and these Articles ("**Overall Property**"). The Overall Property has been divided into five lots (each a "**Lot**") and the common area owned by the Association and has been made subject to a plat (the "**Plat**") subdividing the Overall Property. The Lots will be designated by their use as commercial or multi-family residential.

The Association's purposes include, without limitation, provision for the operation, preservation, maintenance, repair and replacement of the Stormwater Management System Facilities and Signs, if any, and any other property that may be designated as Common Maintenance Property, as provided in the Declaration ("**Common Maintenance Property**"). Without limitation, this Association is empowered to:

(a) Declaration Powers: Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all of the provisions of the Declaration pertaining to the Association in its own name, to own and convey property,

these Articles of Incorporation, the Bylaws of the Association, and all rules and regulations governing the use of the Overall Property and Common Maintenance Property, which may hereafter be established.

(b) Assessments: To adopt budgets and levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration. The Association shall levy and collect adequate assessments against members of the Association for the costs of the operation, preservation, maintenance, repair and replacement of the Common Maintenance Property, including without limitation, the Stormwater Management System and Signs (as such term is defined in the Declaration). A portion of the assessments shall be used for the operation, maintenance and repair of the surface water or stormwater management systems, including, but not limited to, work within retention areas, drainage structures and drainage easements.

(c) Costs: Use the proceeds collected from assessment to pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs, including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property.

(d) Maintenance: To operate, maintain, manage, repair, replace and operate all the Common Maintenance Property, including, but not limited to, the stormwater management system and all associated facilities in a manner consistent with the applicable St. Johns River Water Management District permit requirements and applicable St. Johns River Florida Water Management District rules, and assist in the enforcement of the sections of the Declaration which relate to the surface water or stormwater management system and the Common Maintenance Property.

(e) Reconstruction: To reconstruct improvements after casualty and construct further improvements to the Common Maintenance Property.

(f) Insurance: Purchase insurance upon the Common Maintenance Property and insurance or fidelity bonds for the protection of the Association, its officers, directors and members and any other person responsible for the handling of Association funds.

(g) Easements: Grant permits, licenses and easements over the Common Maintenance Property for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Overall Property. Such permits, licenses or easements may be granted by the Board and shall not constitute a dedication, sale or transfer of any portion of the Common Maintenance Property.

(h) Regulations: From time to time adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Overall Property and the Common Maintenance Property consistent with the rights and duties established by the Declaration.

(i) Contract: Contract with others for the performance of the Association's operation, management and maintenance responsibilities under the Declaration and for the furnishing of services or materials for the benefit of the Overall Property in the manner provided in the Declaration.

(j) General: Have and exercise all rights, powers, and privileges that a non profit corporation or a commercial property owner's association 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, convenient, or desirable to exercise of any right, power, or privilege so granted.

(k) Stormwater Management Permit: Operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the applicable St. Johns River Water Management District permit requirements and applicable St. Johns River Florida Water Management District rules, and, if applicable, assist in the enforcement of the provisions of the Declaration which relate to the surface water or stormwater management system. In addition, if wetland or monitoring is required the Association shall be responsible to carry out this obligation including the responsibility to complete the task successfully, including meeting all (permit) conditions associated with wetland mitigation, maintenance and monitoring.

ARTICLE IV Membership

Every entity or individual who, from time to time, holds the record fee simple title, or any undivided fee simple interest of record, to a Lot included in the Overall Property, is a Member of this Association, including contract sellers, but excluding all persons who hold any interest in any lot merely as security for the performance of an obligation. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot. Membership may not be transferred except by transfer of record title to such Lot.

ARTICLE V Voting Rights

Section 1. Classification: This Association has one class of voting membership. Each Owner's Voting Interest (as defined in the Declaration) shall be according to its Pro Rata Share, except for the election or appointment of the Association's Board of Directors, which shall be governed by Article VI hereinafter.

Section 2. Co-Ownership: If more than one person or entity owns a record fee simple interest in any Lot, all such persons or entities are members, although there is only one vote for such Lot and no fractional votes are permitted. The vote may be exercised as the Owners determine among themselves, but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the authorized voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

ARTICLE VI Board of Directors

Section 1. Number and Term: The Association's affairs are managed by a Board of Directors initially composed of four (4) Directors, who need not be an Association member, and, three (3) of such Directors shall be appointed by WP MalabarPB Developer, LLC, a Delaware limited liability company ("WP") until the first to occur of (a) such time as WP is no longer the "master developer" pursuant to that certain Development and Escrow Agreement (Palm Bay) dated as of March 31, 2021, as amended (the "Development Agreement") by and between the Developer and WP, and (b) the termination of the Development Agreement, at which time, the Directors appointed by WP shall resign as Directors and Officers

of the Association, and the number of Directors shall be increased to five (5). Each Lot Owner shall thereafter be entitled to appoint one Director for each Lot owned as set forth in Section 6.1 of the Declaration. This Section 1 of Article VI shall control in the event of any conflict with any provisions of the Declaration or the Bylaws, notwithstanding any language to the contrary.

Section 2. Initial Directors: The names and addresses of the persons who will serve as Director until his successor has been duly appointed and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, is:

Name and Address

Jamie Telchin
150 E. Palmetto Park Road, Suite 700
Boca Raton, FL 33432

Michael Berliner
150 E. Palmetto Park Road, Suite 700
Boca Raton, FL 33432

Jim Lott
150 E. Palmetto Park Road, Suite 700
Boca Raton, FL 33432

Emilia Akridge
4243 Dunwoody Club Drive, Suite 200
Atlanta, Georgia 30350

ARTICLE VII
Officers

The affairs of the Association shall be administered by the officers elected by the Directors as provided in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows.

Name and Address and Office

Jamie Telchin - President
150 E. Palmetto Park Road, Suite 700
Boca Raton, FL 33432

Michael Berliner – Vice President
150 E. Palmetto Park Road, Suite 700
Boca Raton, FL 33432

Jim Lott – Secretary and Treasurer

150 E. Palmetto Park Road, Suite 700
Boca Raton, FL 33432

ARTICLE VIII

Duration

This Association's existence shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. In the event of termination, dissolution or final liquidation of this corporation, the responsibility for the operation and maintenance of the surface water or stormwater management system shall be transferred to and accepted by an entity which agrees to comply with Section 40C-42.027, F.A.C., and is approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE IX

Bylaws

The Association's Bylaws initially will be adopted by the Board of Directors. Thereafter, the Bylaws may be amended or rescinded by unanimous vote of the Board of Directors subject to the approval of the St. Johns River Water Management District as provided therein.

ARTICLE X

Amendments

Amendments to these Articles may be proposed and adopted from time to time in the manner provided by the laws of the State of Florida, except that each such amendment must (i) first be submitted to the St. Johns River Florida Water Management District to determine if the Permit issued by them would require modification as a result of the amendment and (ii) have the unanimous approval of the Board of Directors. Any amendment affecting the stormwater management system will not be finalized until any necessary permit modification is approved by the St. Johns River Florida Water Management District or the Association is advised that a modification is not necessary.

ARTICLE XI

Dissolution

In the event of termination, dissolution or final liquidation of this corporation, the responsibility for the operation and maintenance of the surface water or stormwater management system shall be transferred to and accepted by an entity which agrees to comply with Section 40C-42.027, F.A.C., and is one of the entities identified in sections 12.3.1(a) through (f), of the St. Johns River Florida Water Management District's Applicant's Handbook Volume I, who has the powers listed in section 12.3.3(b)1. through 8., the covenants and restrictions required in section 12.3.3(c)1. through 9., and the ability to accept responsibility for the operation and routine custodial maintenance of the stormwater management system described in section 12.3.3(d)1. or 2. prior to its dissolution or liquidation.

ARTICLE XII

Subscribers

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

Rook at Palm Bay, LLC
4243 Dunwoody Club Drive, Suite 200
Atlanta, GA 30350

ARTICLE XII
Miscellaneous

Each Owner of the land subject to the Declaration, by accepting a deed to such land, hereby appoints the Association as its attorney-in-fact, in its place and stead, to execute on behalf of such Owner, (i) the Plat or (ii) any amendment to the Plat necessary to comply with the requirement of any government agency or instrumentality, or to comply with governmental laws, regulations or requirements applicable to the Overall Property, or to correct errors or inconsistencies in the Declaration, or to exercise other amendment rights specifically reserved in the Declaration, or any amendment that does not change the configuration of any Lot in any material fashion, materially alter or change to proportion by which an Owner shares common expenses. Such amendments shall be effective without the joinder of any Owner, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional First Mortgage without the consent of the mortgagee.

Notwithstanding anything to the contrary set forth in these Articles, the Association shall not have any further authority or obligations with respect to the Overall Property other than as set forth in the Declaration, which is incorporated herein by this reference, and the Association shall at all times govern its activities in connection with the Overall Property in compliance with the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State the Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this August 9, 2023.

Rook at Palm Bay, LLC, a Florida limited liability company

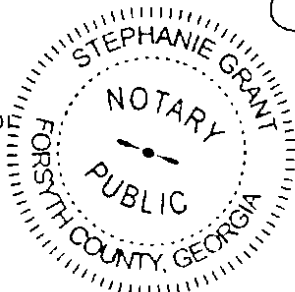
By: Emilia R. Alridge
Name: Emilia R. Alridge
Title: Authorized Representative

STATE OF Georgia
COUNTY OF DeKalb

The foregoing instrument was acknowledged by means of ☒ physical presence or ☐ online notarization before me this 9th day of August, 2023, by Emilia Alridge, manager of Rook at Palm Bay, LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

Stephanie Grant
Notary Public

My commission expires 11-9-23



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

Office and Registered Agent

Crown Square Property Owners Association, Inc., desiring to organize under the laws of the State of Florida as a non profit corporation, with its principal place of business in Brevard County, Florida, has named Corporate Access, Inc., as its registered agent to accept service of process within this state, all in accordance with Section 617.0501, Florida Statutes.

DATED this 9th day of August, 2023.

Crown Square Property Owners Association, Inc.

By: Emilia R. Akridge
Name: Emilia R. Akridge
Title: Director

(Corporate Seal)

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 such capacity and agree to comply with the provisions of the laws of the State of Florida relative to maintaining such registered office.

DATED this 10th day of Aug, 2023.

CORPORATE ACCESS, INC.

By Name: Dan Brown
Its: President