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FLORIDA PROFIT/NON PROFIT CORPORATION
DELAND AIRPORT INDUSTRIAL PARK PROPERTY OWNERS' ASSO

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**ARTICLES OF INCORPORATION
FOR
DELAND AIRPORT INDUSTRIAL PARK PROPERTY
OWNERS' ASSOCIATION, INC.**

**A Corporation Not-for-Profit
Under the Laws of the State of Florida**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation is DELAND AIRPORT INDUSTRIAL PARK PROPERTY OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles" and the Bylaws of the Association as the "Bylaws." The terms used in these Articles shall have the meanings set forth in the Declaration of Covenants, Restrictions and Easements for DeLand Airport Industrial Park recorded in the Public Records of Volusia County, Florida (the "Declaration").

**ARTICLE 2
OFFICE**

The principal office and mailing address of the Association shall be at 3771 San Jose Place, Suite 23, Jacksonville, FL 32257, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes.

**ARTICLE 3
REGISTERED AGENT**

The initial registered agent for the Association is James B. Skinner, whose address is 1306 N Stone Street, Deland, FL 32720, or at such other place as the Board of Directors may from time to time designate.

**ARTICLE 4
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration. The further objects and purposes of the Association are to preserve the values in the Property and to maintain the Common Areas thereof for the benefit of the Owners who become members of the Association.

**ARTICLE 5
POWERS**

The powers of the Association shall include and be governed by the following:

- 5.1 General. The Association shall have all of the common law and statutory powers of a not-for-profit corporation under the Laws of Florida except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

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5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties, including without limitation for the maintenance and operation of the Surface Water or Stormwater Management System.
- (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Common Areas and other property to be maintained by the Association pursuant to the Declaration.
- (d) To purchase insurance upon the Common Areas, insurance for the protection of the Association, its officers, directors and Owners, and other insurance required or permitted by the Declaration.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
- (f) To enforce by legal means the provisions of the Declaration, these Articles, and the Bylaws for the use of the Common Areas and applicable law.
- (g) To contract for the management and maintenance of the Common Areas and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Areas with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.
- (h) To employ personnel to perform the services required for the proper operation and maintenance of the Common Areas.
- (i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, easements, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Lot and each mortgagee of an Owner by acceptance of a lien on said Lot, appoints and designates the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (j) To operate, maintain and manage the Surface Water and Stormwater Management System in a manner consistent with the St. Johns River Water Management District requirements and rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration, which relate to the Surface Water or

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Stormwater Management System.

- (k) To enter into such agreements, including easements, necessary for the operation of the Property and the Common Areas.
- 5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws. The Association shall have the power to transfer title to the Common Areas to another not-for-profit corporation in which the Members of this Association are also the members.
- 5.4 Distribution of Income. The Association shall not pay a dividend to its Members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Florida Not-For-Profit Corporation Act (Chapters 617, Florida Statutes) (the "Act").
- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, including the Act (as of the date hereof), provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws. The provisions of the Declaration shall control over those of the Articles and Bylaws; the provisions of the Articles shall control over the provisions of the Bylaws.

**ARTICLE 6
MEMBERS**

- 6.1 Membership. The Members of the Association shall consist of each Owner of the fee simple title to a Lot within the Property, which membership shall be appurtenant to and inseparable from ownership of the Lots; provided, however, that if an Occupant has been designated as the "Owner" of a Lot as provided in the Declaration, only the Occupant (and not the record owner) shall have a membership and be entitled to vote while designated as the Owner.
- 6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.
- 6.3 Classes of Memberships and Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Each Owner, with the exception of Declarant, shall be a "Class A" Member of the Association and shall be entitled to one (1) vote for each gross acre, or fraction thereof, contained within the Lot(s) owned by such Member so long as the Member is in good standing. When more than one (1) individual or entity holds a fee ownership interest in a single Lot, all such individuals and entities shall be Members, but they will collectively be entitled to only one (1) vote for each the gross acre, or fraction thereof, of such Lot. In the event of joint ownership of a Lot, the vote for the Lot may be exercised as the Owners shall collectively determine, however, the failure of joint owners to agree on how to cast their vote with respect to any matter before the Association shall be deemed an abstention as to such matters. In no event shall the Association be required to make any determination with respect to the casting of votes by joint Owners.

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(b) The Declarant shall be the sole "Class B" Member and shall be entitled to the greater of (i) three (3) votes for each gross acre, or fraction thereof, of Lot(s) owned by the Declarant, or (ii) the total number of outstanding Class A votes plus one (1). The Class B membership shall terminate and be converted to Class A memberships upon Turnover, with all the rights of Class A membership as may be set forth herein. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events: ("Turnover"):

(1) the date upon which all of the Lots have been conveyed by Declarant to Owners other than Declarant or affiliates or other parties related to Declarant; or

(2) a surrender by Declarant of the authority to appoint and remove directors and officers by an amendment to this Declaration executed and recorded by the Declarant.

ARTICLE 7 TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity; provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a not-for-profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Rule 62-330, Florida Administrative Code and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 8 OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and 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:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
James B. Skinner	President	1306 N Stone Street Deland, FL 32720
Russell R. Skinner, Sr.	Vice President	3771 San Jose Place, Suite 225 Jacksonville, FL 32257
Bryant B. Skinner	Secretary	1306 N Stone Street Deland, FL 32720
Tom Robinson	Treasurer	1306 N Stone Street Deland, FL 32720

ARTICLE 9 DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be

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managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be Members of the Association.

- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.
- 9.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. Notwithstanding the foregoing, Declarant retains the right to appoint and remove any members of the Board of Directors and any officer or officers of the Association until Turnover.
- 9.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
James B. Skinner	1306 N Stone Street Deland, FL 32720
Russell R. Skinner, Sr.	3771 San Jose Place, Suite 23 Jacksonville, FL 32257
Bryant B. Skinner	1306 N Stone Street Deland, FL 32720

- 9.6 Standards. A director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a Committee of which the director is not a member if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 10 INDEMNIFICATION PROVISIONS

The Association shall indemnify any individual who was or is a party to any proceeding (other

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than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director or officer of the Association, or a member of any committee established by the Board of Directors, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law. Said indemnity will 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 or officer as hereinabove provided. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director or officer, 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 or officer after the effective date of such amendment.

1. However, notwithstanding any other provision of this Article, if the Board of Directors or a court of competent jurisdiction determines that the proceedings against the director or officer who is seeking indemnification either arose out of actions which were outside the scope of the duties or expected activities of such individuals; or arose out of intentional or willful misconduct or self-dealings, or criminal activities; then the Association will be relieved of any obligation to indemnify such individual under this section.
2. Further, notwithstanding any other provisions herein, the advancement of funds, approval of any settlement, and retention of legal counsel for any person being indemnified by the Association will be subject to prior Board of Directors approval, and any retention of counsel must be coordinated with the Association due to the potential involvement of insurance counsel.

ARTICLE 11 BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 12 AMENDMENTS

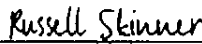
Amendments to these Articles shall be proposed and adopted in the following manner:

- 12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in the Act. Such notice shall contain the proposed amendment and a summary of the changes to be affected thereby.
- 12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in the Act; provided that in all events such amendments shall be approved by the Owners representing two thirds (2/3) of the votes of the members of the Association who have voting power at the time of such amendment.
- 12.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.
- 12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida laws.

**ARTICLE 13
INCORPORATOR**

The name and address of the Incorporator of this Association is: Russell R. Skinner, Sr., whose address is 3771 San Jose Place, Suite 23, Jacksonville, FL 32257.

IN WITNESS WHEREOF, the undersigned Incorporator has affixed his signature this 13th day of March, 2024.

DocuSigned by:


DocuSigned by:
Russell R. Skinner, Sr.

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**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the below named corporation, incorporated under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent in the State of Florida:

1. The name of the Association is:

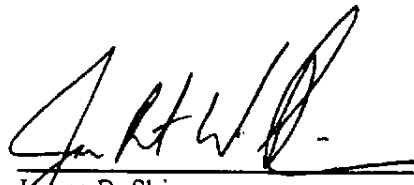
Deland Airport Industrial Park Property Owners' Association, Inc.

2. The name and address of the registered agent and office are:

**James B. Skinner
1306 N Stone Street
Deland, FL 32720**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I 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.

DATED: March 12, 2024


James B. Skinner
Registered Agent

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