

N 24000009544
Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H24000273029 3)))



H240002730293ABCS

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

From:

Account Name : STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON
Account Number : I20060000135
Phone : (305)789-3200
Fax Number : (305)789-4137

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: lucas@harbordevelopers.com

**FLORIDA PROFIT/NON PROFIT CORPORATION
BRADFORD HILLS COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.**

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$87.50

ARTICLES OF INCORPORATION
FOR
BRADFORD HILLS COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

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

ARTICLE 1
NAME AND OFFICES

1. Name; Principal Office; Registered Agent

1.1 Name of Corporation. The name of the corporation shall be BRADFORD HILLS COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC. For convenience, BRADFORD HILLS COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit 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".

1.2 Principal Office. The principal office of the Association is 6928 Lawton Chiles Lane, Tallahassee, Florida 32312.

1.3 Registered Office – Registered Agent. The street address of the Registered Office of the Association is 626 Hiamonee Drive, Tallahassee, FL 32312. The name of the Registered Agent of the Association is Robert B. Warren.

ARTICLE 2
DEFINITIONS

2. Definitions. All capitalized but undefined terms used in these Articles shall have the same definitions and meanings as those set forth in the COMMERCIAL DECLARATION FOR BRADFORD HILLS (the "Declaration") to be recorded in the Public Records of Leon County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 3
PURPOSE

3. Purpose. The purposes for which the Association is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

3.2 To administer, enforce, and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

3.3 To promote the uniform development of the Parcels within the Property which is to be and/or has been developed as a commercial development known as BRADFORD HILLS, as authorized by the Declaration, these Articles, and the Bylaws.

ARTICLE 4
POWERS

4. Powers. The powers of the Association shall include and be governed by each and all of the following:

4.1 All of the common-law and statutory powers of a corporation not-for-profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, or the Bylaws.

4.2 The powers of the Association shall be subject to and shall be exercised in accordance with Chapter 617, Florida Statutes, as it exists on the date hereof; as applicable, the provisions hereof and of the Declaration and the Bylaws.

4.3 To make and collect Assessments and other charges against each Owner, as owners of Parcels and to use the proceeds thereof in the exercise of its powers and duties.

4.4 To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

4.5 To maintain, repair, replace, reconstruct, add to, and operate the Common Areas and other property maintained, acquired, or leased by the Association.

4.6 To purchase insurance for the Common Areas (as applicable) and insurance for the protection of the Association, the Board, Officers, and Owners.

4.7 To make and amend reasonable Rules and Regulations for the maintenance, conservation, and use of the Parcels, the Property, and/or portions thereof.

4.8 To enforce, by legal means, the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

4.9 To contract for the management and maintenance of the Common Areas and to authorize a management agent (who may, but need not, be an affiliate of the Declarant) 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 Regulations, and maintenance, repair, and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association, including all Officers of the Board, shall, however, retain at all times the powers and duties granted by the Declaration, including but not limited to the making of Assessments, promulgation of Rules and Regulations, and execution of contracts on behalf of the Association.

4.10 To engage personnel to perform the services required for the proper operation of the Association and the Common Areas, as applicable.

4.11 To sue and be sued.

4.12 The powers and duties set forth in the Declaration and the Bylaws.

4.13 To hold forms of surety and/or enter into escrow agreements related to platting, completion of infrastructure or permitted improvements within and/or serving BRADFORD HILLS COMMERCIAL and to cause those improvements to be completed in the event Declarant does not complete any such infrastructure or improvements.

ARTICLE 5.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5. Membership. The members of the Association shall mean all those Owners who are holders of membership interests in the Association, as such interests are set forth in the Declaration.

5.1 Assignment. Each member's share in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Parcel for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, votes shall be exercised or cast in the manner provided by the Declaration and the Bylaws.

5.3 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meetings.

ARTICLE 6 MEMBERS OF THE BOARD

6. Members of the Board. The affairs of the Association shall be managed by a Board consisting initially of three (3) Directors (as defined in the Bylaws), or some greater number of Directors as determined by Declarant prior to the Turnover Date. After the Turnover Date, the number of Directors on the Board shall be determined in accordance with the Bylaws. The names and addresses of the initial members of the Board who shall hold office until their successors are elected or appointed, or until removed, are as follows:

NAME	ADDRESS
Lucas Stewart	12921 US Highway 19 Thomasville, Georgia 31792
Sharon Marie Davis	12921 US Highway 19 Thomasville, Georgia 31792
Jackson Rackley	12921 US Highway 19 Thomasville, Georgia 31792

6.1 Removal and Vacancies. Any member of the Board may be removed, and vacancies on the Board shall be filled, in the manner provided by the Bylaws.

6.2 Duties and Powers. All of the duties and powers of the Association existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board, its agents, contractors, or employees, subject to approval by the members only when specifically required.

ARTICLE 7 OFFICERS

7. Officers. The officers of the Association (each an "Officer" and collectively the "Officers") shall be the President, Vice President, Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. The Officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the Board are as follows:

President:	Lucas Stewart
Vice President:	Sharon Marie Davis
Secretary/Treasurer:	Jackson Rackley

ARTICLE 8 INDEMNIFICATION

8. Indemnification of Officers, Members of the Board or Agents. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a member of the Board, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not

opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe his/her conduct was unlawful; or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his/her duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he/she had no reasonable cause to believe that his/her conduct was unlawful.

8.1 Litigation Expenses. To the extent that a member of the Board, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Section, he/she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

8.2 Advance Payment of Litigation Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding; and the members of the Board, Officer, employee, or agent shall repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized in this Article.

8.3 Indemnification and Other Rights; Continued Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a person who has ceased to be a member of the Board, Officer, employee, or agent and shall inure to the benefit of the heirs, personal representatives, executors, and administrators of such a person.

8.4 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Board, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a member of the Board, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, as arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this Article.

ARTICLE 9 BYLAWS

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

ARTICLE 10 AMENDMENTS

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

10.1 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 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.

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

10.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general and specific restrictions on amendments set forth above, 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.

10.4 Compliance with Governmental Agencies. Prior to the Turnover Date, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by any governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements. No approval or joinder of the Association, any Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications, and additions therein and thereto as may be requested or required by any governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

ARTICLE 11 TERM

11. Term. 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. 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, if any, 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 the Property.


ARTICLE 12 INTERESTED TRANSACTIONS

12. 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 the Declarant, or between the 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 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]

Incorporator

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 this 14th day of August, 2024.



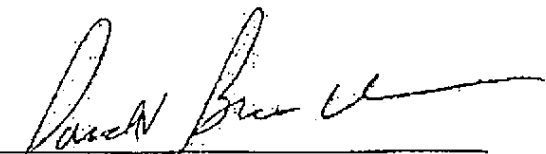
Lucas Stewart
Incorporator
12921 US Highway 19
Thomasville, Georgia 31792

Registered Agent

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 relative to the proper and complete performance of its duties.

Dated this 14th day of August, 2024.


By: Ronald Bruce Warren

Registered Office:
262 Hiamonee Drive
Tallahassee, Florida 32312

Principal Corporation Office:
6928 Lawton Chiles Lane
Tallahassee, Florida 32312

2024 . . . 9:21