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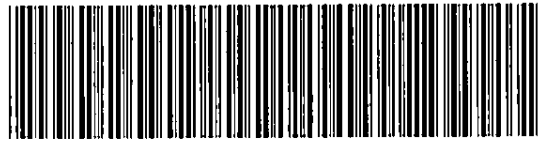
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850-558-1500, Ext: x62969

To: Department Of State, Division Of Corporations
From: Amanda Miller
Ext: x62969
Date: 12/27/24
Order #: 1752194-1
Re: NCA ACADEMIC LAND CONDOMINIUM ASSOCIATION, INC.
Processing Method: Routine

TO WHOM IT MAY CONCERN:

Enclosed please find:

Certificate of Formation/Incorporation

Amount to be deducted from our State Account: \$70.00 - FL State Account Number:
I20000000195

Please take the following action:

File in your office on basis

Issue Proof of Filing

Special Instructions:

Thank you for your assistance in this matter. If there are any problems or questions with this filing, please call our office.

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A handwritten signature in black ink, appearing to read "Amanda Miller", is written over the date stamp.

ARTICLES OF INCORPORATION
OF
NCA ACADEMIC LAND CONDOMINIUM ASSOCIATION, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION

The undersigned hereby incorporates for the purpose of becoming a not-for-profit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, immunities, liability, privileges, and rights of a not-for-profit corporation.

ARTICLE I
NAME, OFFICE, AND REGISTERED AGENT

1.1 **Name**. The name of this corporation shall be "NCA Academic Land Condominium Association, Inc.," a Florida not-for-profit corporation (hereinafter referred to as the "**Association**").

1.2 **Office**. The street address of the initial principal office and mailing address of the Association is: 10270 Immokalee Road, Naples, Florida 34120.

1.3 **Initial Registered Agent**. The initial registered agent for the Association is: Matthew W. Mathias, 10270 Immokalee Road, Naples, Florida 34120.

ARTICLE II
DEFINITIONS

2.1 The words used in these Articles of Incorporation ("**Articles**") shall be given their normal, commonly understood definitions. Unless defined in these Articles, capitalized terms shall have the same meanings as used in the "Declaration of Condominium of NCA Academic Land Condominium, a Commercial Condominium" ("**Declaration**"), as it may be amended or supplemented from time to time.

ARTICLE III
PURPOSE

3.1 The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the condominium association for the NCA Academic Land Condominium, a Commercial Condominium ("**Condominium**") located in Collier County, Florida submitted to the Condominium Property, and to perform all acts assigned to it in the Declaration and in Chapter 718, *Fla. Stat.*, including, but not limited to and without limitation:

3.1.1 To operate as a not-for-profit corporation pursuant to Chapter 617, *Fla. Stat.* The Association does not contemplate pecuniary gain or profit to the Members thereof.

3.1.2 To administer, enforce, and carry out the terms and provisions of the Declaration, as same may be amended or supplemented from time to time, and to exercise such powers and perform such other duties and discharge such other responsibilities as may be imposed upon, or assigned, delegated, or granted to, or otherwise permitted to be exercised by, the Association pursuant to the Declaration.

3.1.3 To provide for Maintenance and preservation of such portions of the Condominium Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the Declaration and any amendment or supplement thereto.

3.1.4 To hold, manage, and own portions of the Condominium Property as may be conveyed to the Association, pursuant to the Declaration and any amendment or supplement thereto.

ARTICLE IV **POWERS**

4.1 **General Powers.** The Association shall have all of the common law and statutory duties, powers, and privileges of a Florida not-for-profit corporation, and the duties, powers, and privileges set forth in the Declaration and in Chapter 718, *Fla. Stat.*, which are not in conflict with the terms of these Articles.

4.2 **Specific Powers.** In addition to the aforementioned general powers, the Association shall have all of the powers and duties reasonably necessary to maintain, manage, and operate the Association, including but not limited to and without limitation, the following:

4.2.1 To enter into, establish, and enforce agreements, bylaws, covenants, restrictions, and/or rules and regulations appropriate and/or necessary to carry out the purposes of the Association, and as may be otherwise contemplated, permitted, and/or required by the Association.

4.2.2 To make and collect Assessments against Members to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the property and facilities serving the Condominium Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the Declaration and any amendment or supplement thereto.

4.2.3 To make and collect Assessments against Members to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the Surface Water Management System.

4.2.4 To use the proceeds of Assessments in the exercise of its powers and duties.

4.2.5 If provided in the Declaration or the Bylaws, to charge interest and late charges on delinquent or past-due Assessments, and to accelerate the Assessments of a Member who is delinquent in payment of any installment of Assessments.

4.2.6 To hold funds for the exclusive benefit of the Members of the Association, as set forth in these Articles and as provided in the Declaration and/or the Bylaws.

4.2.7 To purchase insurance upon the Common Elements, and any improvements thereon, and insurance for the protection of the Association, its Board (directors, officers, committee members, and/or members of boards appointed by the Board), Members, and such other parties as the Association may determine to be in the best interests of the Association.

4.2.8 To administer, convey, improve, lease, own, maintain, manage, mortgage, operate, purchase, repair, replace, and/or sell real and/or personal property on behalf of the Association, including, but not limited to and without limitation, Units, and regardless of whether such property is contained within the Condominium Property.

4.2.9 To administer, install, maintain, manage, operate, repair and/or replace all Common Elements, and any improvements thereon, and such other portions of the Condominium Property as may be determined appropriate and/or necessary by the Board from time to time, in accordance with, or as may be otherwise contemplated, permitted, and/or required by the Declaration.

4.2.10 To make, amend, and enforce reasonable Bylaws respecting the use and occupancy of the Common Elements, and any improvements thereon, for the health, comfort, safety, and welfare of the Members. All such Bylaws, and amendments or supplements thereto, shall be approved by the Board in accordance with the Declaration and the Bylaws.

4.2.11 To enforce by legal means the provisions of Chapter 718, *Fla. Stat.*, the Declaration, these Articles, and the Bylaws.

4.2.12 To perform all acts necessary to comply with the provisions of Chapter 718, *Fla. Stat.*, the Declaration, these Articles, the Bylaws, and the Voting and Assessment Formula, and to act with all powers enumerated therein.

4.2.13 To exercise when assigned or designated by the Declarant, the design review over all buildings, improvements, and/or structures to be placed or constructed upon any portion of the Condominium Property which is subject to the Declarant's and/or the ARB. Such control shall be exercised pursuant to the Declaration.

4.2.14 To provide for such services within the Condominium Property as the Board in its discretion determines appropriate and/or necessary.

4.2.15 To contract for the maintenance, management, and/or operation of the Common Elements and any improvements thereon, and to delegate to such contractor(s) all powers

and duties of the Association, except to the extent as such are specifically required by Chapter 718, *Fla. Stat.* or the Declaration to have the approval of the Board and/or Members.

4.2.16 To contract with and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions which may include but shall not be limited to: enforcing the Bylaws, collecting Assessments, preparing records, procuring bids, and/or maintaining, repairing, and/or replacing the Common Elements and any improvements thereon, with such funds as shall be made available by the Association for such purposes.

4.2.17 To employ personnel necessary to perform the duties, obligations, and/or services required of, or to be performed by, the Association for the proper maintenance, management, and operation of the Common Elements and any improvements thereon, and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever reasonable contractual arrangement the Board shall enter into.

4.2.18 To purchase and own Units in the Condominium Property, and to acquire and hold, lease, mortgage, and/or convey the same, subject however, to the provisions of the Declaration and the Bylaws.

4.2.19 To acquire, improve, maintain, provide, purchase, repair, and/or replace such improvements and other real and/or personal property, for the health, safety, and general welfare of the Members as the Board in its discretion determines appropriate or necessary, including but not limited to and without limitation: buildings, structures, streetlights (to the extent not provided and maintained by Government Authorities), streets (to the extent not provided and maintained by Government Authorities), landscaping, pathways, drainage facilities, civic spaces, and other equipment and facilities.

4.2.20 To maintain, operate, and repair the Surface Water Management System in accordance with the Declaration and/or in a manner consistent with the requirements of any applicable SFWMD permits and rules, and to assist with the enforcement of the restrictions and covenants contained therein.

4.2.21 To demonstrate that the property on which the Surface Water Management System is located is owned or otherwise controlled by the Association to the extent necessary to operate and Maintain the Surface Water Management System, or assign and/or convey the responsibility to operate and Maintain the Surface Water Management System to another entity.

4.2.22 To obtain loans to provide funds for improving, maintaining, operating, repairing, and/or replacing the Common Elements and any improvements thereon, and to pledge the income of the Association from Assessments as security for such loans.

4.2.23 To honor and perform under all contracts and agreements entered between third-parties and the Association, or third-parties and the Declarant which are assigned to the Association.

4.2.24 To sue and be sued and to defend the same as provided for by Florida law and/or in the Declaration.

ARTICLE V
INTENTIONALLY OMITTED

ARTICLE VI
VOTING RIGHTS

6.1 **Number of Votes.** Members' voting rights shall be determined based on the Assessment and Voting Formula in **Exhibit "I"** to the Declaration, as it may be amended from time to time.

6.2 **Voting by Co-Owners.** If a Unit is owned by more than one (1) person, all co-Owners shall share the voting privileges of such membership as a single member, subject to reasonable Board regulation and the restrictions on voting set forth in these Articles in and in the Bylaws.

6.3 **Proxies.** Except as otherwise specifically set forth in the Declaration or these Articles, every Member of the Association that is entitled to vote at a meeting of the Members or to otherwise express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member. Directors may not vote by proxy.

Any proxy shall: be in writing; be dated; specify the Unit(s) for which it is given; state the date, time, and place of the meeting for which it is given; be signed by the Member or her/his duly authorized attorney-in-fact; and be provided to the Association's Secretary, or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is only effective for the specific meeting and/or vote for which it was given, and as the meeting and/or vote may law fully be reconvened from time to time. However, a proxy automatically expires ninety (90) calendar days after the original date of the meeting and/or vote for which it was given; unless a shorter period is specified in the proxy. Unless otherwise specifically provided for in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast for the specified Unit(s), and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both proxies shall be deemed invalid.

Every proxy shall be freely revocable by the Member executing it at any time prior to the specific meeting and/or vote for which it was given, and shall automatically cease upon: (a) receipt by the Secretary of written notice of revocation of the proxy, (b) conveyance of any Unit for which it was given, (c) the death of the Member giving the proxy, (d) the judicially declared incompetence of a Member who is a natural person, and/or (e) ninety (90) calendar days after the original date of the meeting and/or vote for which it was given.

6.4 **Calculation of Votes.** Any question concerning the number of votes which may be cast by a Member shall be decided by a majority of the Board.

ARTICLE VII **BOARD OF DIRECTORS**

7.1 **Members of the Board.** The Association's affairs shall be managed by a Board consisting of not less than three (3) members, but not more than five (5) members, and which shall always be an odd number. The number of Board seats shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) Board members. Board members shall be appointed, elected, or removed as provided for in the Bylaws. Notwithstanding anything to the contrary in these Articles, the Bylaws and/or the Declaration, for so long as the total Units subject to the Declaration number three (3) Units or less, each Unit Owner shall be entitled to select a minimum of one (1) Board member.

7.2 **Exercise of Duties and Powers.** All of the duties and powers of the Association existing under Chapters 617 & 718, *Fla. Stat.*, the Declaration, these Articles, the Bylaws and the Rules and Regulations, shall be exercised exclusively by the Board (its directors, officers, committee members, and/or members of a board appointed by the Board) and shall only be subject to approval by the Members when expressly required under the Declaration or Statutes.

7.3 **Initial Board Members.** The Declarant shall initially have the right to appoint all Board members (in Declarant's sole and absolute discretion). Any directors appointed by the Declarant may, but need not, be Members. The names and addresses of Board members who shall hold office until they are removed or their successors are elected are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Matthew W. Mathias	Director/President	10270 Immokalee Road Naples, Florida 34120
Lisa Rochefort	Director/Vice President	10270 Immokalee Road Naples, Florida 34120
Matthew Mosher	Director/Secretary/ Treasurer	10270 Immokalee Road Naples, Florida 34120

ARTICLE VIII **OFFICERS**

8.1 The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE IX **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

9.1 Indemnification and Defense of Directors, Officers, and other Agents of the Board. As limited in this §9.1, the Association shall indemnify, defend, and hold harmless any person from and against any liability, when the person was or is a party or is threatened to be made a party, to any contemplated, pending, or threatened action or proceeding (whether civil or criminal) by reason of the fact that such person is or was the Association's: director, officer, committee member, member of a subordinate board, and/or direct employee (expressly meaning to exclude any agents hired by the Association to perform services and/or provide goods, e.g., a management company and its employees). Such persons shall not be personally liable for any mistake of judgment - negligent or otherwise - or with respect to any contract or other commitment made or action taken, which was made in good faith on behalf of the Association, and the Association shall indemnify, defend, and hold harmless such persons from any liability and reasonable expenses actually incurred which results from such conduct. This indemnity, defense, and hold harmless obligation includes all costs, expenses, and fees incurred by the person incident to an action or proceeding, but not limited to and without limitation: (a) damages claimed against the person; (b) fines levied against the person; (c) judgments entered against the person; (d) reasonable Attorneys' Fees and Costs; and (e) settlement amounts actually and reasonably incurred by the person (provided the Association was given reasonable written notice of, an opportunity to participate in, the settlement). For any civil action or proceeding, this indemnity, defense, and hold harmless obligation only applies if the person's alleged conduct was performed in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interest of the Association. For any criminal action or proceeding, this indemnity, defense, and hold harmless obligation only applies if either: the person is adjudicated not guilty; the person had no reasonable cause to believe the alleged conduct was unlawful; or upon such person being adjudicated guilty of gross negligence (or an equivalent or lesser *mens rea*) in the performance of the person's duty to the Association, then only to the extent the Board determines that despite the guilty adjudication in view of all the circumstances of the case such person should fairly and reasonably be indemnified (and in such cases only for such expenses which the Board shall deem proper). This indemnity, defense, and hold harmless obligation only applies to the extent the person remains personally liable, and shall be deemed waived if the person fails to participate in good faith in the defense of the liability (e.g. waiver will occur if the person enters into any agreement whereby the person seeks to limit and/or avoid her/his own personal liability in a manner adverse to the Association's interests). This indemnity, defense, and hold harmless obligation shall not be construed to require the Association to reimburse any insurance company or surety claiming subrogation for any fees and/or costs incurred in defending the person under an insurance policy or bond.

9.2 Advances Under A Reservation of Rights. Any costs, expenses, and fees incurred pursuant to this Article IX in defending any person in a civil or criminal action or proceeding which are expended by the Association under a reservation of rights and in advance of the final disposition of such action or proceeding, shall be reimbursed by the person to the Association if a Court ultimately determines that the person was not entitled to defense and/or indemnification of the subject action or proceeding pursuant this Article IX.

9.3 Non-Exclusivity and Survival. The indemnification, defense, and hold harmless rights provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Applicable Law, Declaration, Bylaws, any

agreement, or otherwise. The indemnification, defense, and hold harmless rights provided by this **Article IX** shall: (a) continue as to any person who has ceased to hold the position, but only for claims, causes of action, and/or other such liabilities which accrued during the period in which s/he held the position; and (b) shall inure to the benefit of the administrators, executors, and/or heirs of such person to the same extent as would otherwise be held by the person if still alive.

9.4 **Insurance**. The Association shall have the power (but not the obligation) to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, member of a subordinate board, and/or agent or employee of the Association, or is or was serving at the request of the Association as a director, officer, committee member, member of a subordinate board, and/or agent or employee of another corporation, joint venture, partnership, trust, or other enterprise, against any liability asserted against the person arising out of any such capacity -- regardless of whether the Association would have the obligation or power to indemnify the person against such liability under the provisions of this **Article IX**.

9.5 **Amendments**. Notwithstanding anything to the contrary in these Articles, the provisions of this **Article IX** may not be amended and/or supplemented without the prior written consent of all Members whose interest would be adversely affected by such amendment and/or supplement.

9.6 **Indemnity, Defense, and Hold Harmless by Owners**. Each Owner shall indemnify, defend, and hold harmless the Association (and its directors, officers, committee members, members of subordinate boards, and/or agents and employees) from and against any damages, expenses, and other liabilities which they may incur as a result of such Owner's (and/or its Permittees') failure to comply with the Association's Governing Documents, including but not limited to and without limitation: (a) any incurred costs and fees for third-parties to investigate and/or correct the violation, (b) reasonable Attorneys' Fees and Costs; and (c) reasonable administrative fees of the Declarant.

ARTICLE X **BYLAWS**

10.1 The initial Bylaws of the Association shall be adopted by the Board and may be altered, amended, and/or rescinded in the manner provided by the Bylaws.

ARTICLE XI **INCOME DISTRIBUTION**

11.1 No part of the income of the Association shall be distributable to its directors, Members, or officers, except as commercially reasonable compensation for services rendered.

ARTICLE XII **AMENDMENTS**

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

12.1.1 **Initiation**. A resolution to amend these Articles may be proposed by a majority of the members of the Board or Members, as applicable.

12.1.2 **Notice**. Notice of the subject matter of a proposed amendment to these Articles shall be included in the notice for any meeting at which a proposed amendment is considered.

12.1.3 **Adoption**.

- (a) Prior to turnover, (i) the Declarant shall have the right to unilaterally amend these Articles without the joinder or approval of any member of the Board or any Member, provided however, that during any period Declarant's Mortgagee is the holder of an outstanding mortgage against any Condominium Property, Declarant shall obtain the prior written approval of Declarant's Mortgagee prior to amending, and (ii) No amendment to these Articles shall be effective without the written approval of the Declarant.
- (b) After turnover, a resolution by the Board for the adoption of a proposed amendment to these Articles shall be adopted by the affirmative vote and/or written consent of a majority of the Members.
- (c) No amendment shall make any changes in the qualification for membership, in the voting rights and/or property rights of Members, or of this **Article XII**, without the approval of all Members affected by such amendment (and where required by the Florida Condominium Act, the joinder of all record owners of mortgages upon any portion of a Condominium).

12.1.4 **Recording**. Upon the approval of an amendment to these Articles, the amendment shall be executed and delivered to the Florida Secretary of State as provided by law, and a copy certified by the Secretary of State shall be recorded in the County's official public records as an Exhibit to the Declaration.

ARTICLE XIII
TERM

13.1 The Association shall exist perpetually, unless voluntarily dissolved by the Members according to the Declaration and Applicable Law.

ARTICLE XIV
INCORPORATOR

14.1 The name and street address of the incorporator is:

Matthew W. Mathias
Phoenix Education Network, Inc.
10270 Immokalee Road
Naples, Florida 34120

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{ATTACHED TO ARTICLES OF INCORPORATION OF
NCA ACADEMIC LAND CONDOMINIUM ASSOCIATION, INC.}

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 20th of December, 2024.

By Matthew W. Mathias

Matthew W. Mathias
Printed Name

Incorporator
Title

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ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent to accept service of process for the above-stated corporation at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and acknowledge that I am familiar with and agree to accept the obligations imposed upon registered agents under the Florida Not-For-Profit Corporation Act.

Matthew W. Markos

Dated: 12-20-2024

2024 DEC 27 PM 9:47
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FBI