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**FLORIDA NON-PROFIT CORPORATION**  
**LIBERTY LANE CONDOMINIUM ASSOCIATION, INC.**

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ARTICLES OF INCORPORATION  
OF  
LIBERTY LANE CONDOMINIUM ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles");

ARTICLE I

NAME

The name of the corporation shall be LIBERTY LANE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Condominium for Liberty Lane, a condominium recorded or to be recorded in the Public Records of St. Lucie County, Florida, as it may be amended or supplemented from time to time (the "Declaration"), which pertains to the property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Condominium Property").

ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the Association is located at 10045 S. Federal Highway, Port St. Lucie FL 34952.

ARTICLE V

REGISTERED OFFICE AND AGENT

Dean Mead Services, LLC, whose address is 800 N. Magnolia Avenue, Suite 1500, Orlando, Florida 32803-3276, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Condominium Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation as set forth in §617.0302, Fla. Stat., subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Condominium Property, and the Common Areas. The duties and powers of the Association shall be exercised by the Board of Directors unless provided otherwise in the Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the Declaration, these Articles or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the Declaration or any other property for which the Association by rule, regulation, Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all owners of the Condominium Property;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the District Declaration;

(i) To maintain, repair, replace and operate portions of the Condominium Property and the Common Areas including the surface water management system, consistent with the obligations imposed upon or assumed by the Association for maintenance, repair, replacement and operation pursuant to the Declaration, these Articles, the Bylaws, or separate agreement;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the Condominium Property or which may otherwise be subjected to the jurisdiction of the Association as provided in the Declaration. The Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the Association as provided in the Declaration; and

(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

## ARTICLE VII

### MEMBERSHIP

7.1 Membership. Each Owner, including the Developer, shall be a member of the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the Declaration, the Bylaws and the rules and regulations of the Association.

7.2 Jurisdiction of Association. The Association and each member thereof must accept as members those owners subject to the jurisdiction of the Association as provided in the Declaration.

## ARTICLE VIII

### VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the Association shall be as set forth in the Declaration and Bylaws, as the same may be amended from time to time.

8.2 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

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# ARTICLE IX

## BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of three (3) members. Thereafter the number of directors on the Board of Directors may be no less than three (3) members and may be increased upon approval of a majority of the members. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles and the Bylaws are:

<u>Name</u>	<u>Address</u>
Arthur A. Siciliano	11 State Street Woburn, MA 01801
Warren K. Trowbridge	10045 S. Federal Highway Port St. Lucie, FL 34952
Peter McKenzie	10045 S. Federal Highway Port St. Lucie, FL 34952

The members shall elect all directors of the Board of Directors as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion may determine.

# ARTICLE X

## OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the 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:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President, Secretary	Warren K. Trowbridge	10045 S. Federal Highway Port St. Lucie, FL 34952

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Treasurer

Eric G. Walters

11 State Street  
Woburn, MA 01801

#### ARTICLE XI

#### INDEMNIFICATION

The Association shall indemnify every officer, director, committee member and employee of the Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent they may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

#### ARTICLE XII

#### BYLAWS

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

#### ARTICLE XIII

#### AMENDMENTS

These Articles may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of members representing a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not

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be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of St. Lucie County, Florida. Notwithstanding anything to the contrary set forth herein, the Developer may unilaterally amend these Articles at any time to include any provisions which may be required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Department of Housing and Urban Development or by the South Florida Water Management District or any successor controlling governmental authority or authorities.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

#### ARTICLE XIV

##### INCORPORATOR

The name and address of the Incorporator of the Association is as follows:

<u>Name</u>	<u>Address</u>
Robert N. Klein, Esq.	1903 S. 25 <sup>th</sup> Street, Suite 200 Fort Pierce, FL 34947

#### ARTICLE XV

##### NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

#### ARTICLE XVI

##### DISSOLUTION

In the event the Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the Association have been satisfied from the assets



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of the Association or otherwise, the remaining assets of the Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the Association shall determine in their sole discretion.

ARTICLE XVII


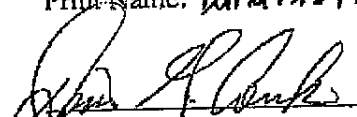
ADDITIONAL PROPERTY


Additional property may be added from time to time to the Condominium Property in accordance with the Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such additional property as may be contemplated by the Declaration.

The Association and each member must accept as members the Owners of all Units in the Condominium Property where the instrument hereafter annexing additional property to the jurisdiction of the Association provides that the Owners of Units in the property annexed to the Property are intended to be members of the Association and that the Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 25th day of September, 2002.

WITNESSES

  
Print Name: Dana Ann Keenan  
  
Print Name: Dennis G. Corrick


  
Address: Robert N. Klein  
1903 S. 25<sup>th</sup> Street  
Suite 200  
Fort Pierce, Florida 34947

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STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2002, by ROBERT N. KLEIN. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: \_\_\_\_\_

DANA ANN KEENAN  
NOTARY PUBLIC  
STATE OF FLORIDA  
COMMISSION # CC988650  
EXPIRES 12/21/04

  
Print Name: Dana Ann Keenan  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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**CERTIFICATE DESIGNATING REGISTERED AGENT FOR  
SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

LIBERTY LANE CONDOMINIUM ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 800 N. Magnolia Avenue, Suite 1500, Orlando FL 32803-3276, has named DEAN MEAD SERVICES, LLC, a Florida limited liability company located at the above registered office, as its Registered Agent to accept service of process within this State.

**ACCEPTANCE OF REGISTERED AGENT**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, DEAN MEAD SERVICES, LLC, HEREBY ACCEPTS THE APPOINTMENT AS REGISTERED AGENT AND AGREES TO ACT IN THIS CAPACITY. DEAN MEAD SERVICES, LLC, FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF ITS DUTIES. DEAN MEAD SERVICES, LLC IS FAMILIAR WITH AND ACCEPTS THE OBLIGATIONS OF ITS POSITION AS REGISTERED AGENT.

DEAN MEAD SERVICES, LLC, a  
Florida limited liability company

By: Dean, Mead, Egerton, Capuano  
& Bozarth, P.A., a Florida corporation,  
its sole member

By: Robert N. Klein  
Robert N. Klein, Vice-President

Date: September 25, 2002

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EXHIBIT "A"

LIBERTY LANE CONDOMINIUM ASSOCIATION, INC.  
ARTICLES OF INCORPORATION

"CONDOMINIUM PROPERTY"

A portion of Section 35, Township 36 South, Range 40 East, St. Lucie County, Florida, being particularly described as follows:

BEGINNING at the intersection of the Southwesterly Right-Of-Way line of U.S. HIGHWAY No. 1 (STATE ROAD No. 5) with the North line of said Section 35; thence South  $89^{\circ}56'16''$  West, along the North line of said Section 35, for 1126.31 feet; thence South  $13^{\circ}41'24''$  West, for 455.00 feet; thence South  $19^{\circ}45'40''$  East, for 578.00 feet; thence North  $89^{\circ}56'16''$  East, for 1560.00 feet to the Southwesterly Right-Of-Way line of said U.S. HIGHWAY No. 1; thence North  $27^{\circ}52'55''$  West, along the Southwesterly Right-Of-Way line of said U.S. HIGHWAY No. 1, for 1115.00 feet to the POINT OF BEGINNING.

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