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FLORIDA NON-PROFIT CORPORATION

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ARTICLES OF INCORPORATION

OF

CENTRE PARK COMMERCE CENTRE CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned associate themselves as a corporation not for profit under Chapter 617, Florida Statutes, for the purposes set forth herein.

**ARTICLE 1
NAME AND ADDRESS**

The name of the corporation shall be **CENTRE PARK COMMERCE CENTRE CONDOMINIUM ASSOCIATION, INC.**, (herein, "the Association"), with the street address of its principal office located at 6020 C Deacon Place, Sarasota, Florida 34238. The Association Board of Directors may change the location of the principal office of the Association from time to time as provided by law.

**ARTICLE 2
PURPOSE**

2.1 **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, "the Condominium Act"), for the operation and management of the affairs and property of **CENTRE PARK COMMERCE CENTRE**, a condominium, located in Manatee County, Florida.

2.2 **Distribution of Income.** The Association shall make no distribution of income to its members, directors or officers; provided, that the foregoing shall not prevent a member, director or officer from providing services, as an individual, to the Association other than as a member, director or officer, for which he or she is compensated.

**ARTICLE 3
POWERS**

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

3.1 **Common Law and Statutory Powers.** The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation, the Declaration of Condominium or the Condominium Act.

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3.2 Specific Powers. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium and those set forth in Chapters 617 and 718, Florida Statutes, the Declaration of Condominium, these Articles and the Association Bylaws, if not inconsistent with the Condominium Act, including, but not limited to, the following:

- a. To make and collect annual and special assessments against its members as unit owners to defray the costs, expenses and losses of the Association.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To maintain, lease, mortgage, repair, replace, and operate the common elements, condominium property and Association property.
- d. To purchase insurance upon the condominium property, Association property, directors & officers liability insurance, and insurance for the protection of the Association and its members, as unit owners.
- e. To reconstruct improvements after casualty and further improve the condominium property and Association property.
- f. To make and amend reasonable rules governing the units, the common elements and the Association property.
- g. To approve or disapprove the transfer, mortgage, lease, occupancy and ownership of units, as may be provided by the Declaration of Condominium.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Association Bylaws and the Rules of the Association and to negotiate and settle all threatened or pending disputes, claims or lawsuits.
- i. To contract for the management and maintenance of the condominium property 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 restrictions of the Association, except such as are specifically required by the Declaration of Condominium or a management contract to have the approval of the Board of Directors or the membership of the Association..
- j. To employ personnel to perform the services required for proper administration and operation and affairs of the Condominium and the Association.
- k. To acquire and enter into agreements acquiring leaseholds, memberships or other possessory or use interests in land or facilities including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the

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lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners or the Association.

l. To acquire by purchase or otherwise and to sell, encumber, grant easements or other use rights, mortgage and lease Association property or additional real property, subject nevertheless to the provisions of the, Declaration and Bylaws relative thereto.

m. To borrow money and secure the same by execution of mortgages encumbering the Condominium and Association property and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

n. To provide owners with services relating to the lease, sale and maintenance of their units.

o. To alter and improve the common elements, Condominium and Association property pursuant to the terms and conditions of the Declaration of Condominium, and the Condominium Act.

p. To lease office space and provide a rental and/or sales program for the use and benefit of its unit owners.

q. To levy reasonable fines against a unit owner for the failure of the owner of the unit, or the owner's occupant, licensee, tenant, guest or invitee to comply with any provision of the Declaration of Condominium Articles of Incorporation, Association Bylaws, or Rules, pursuant to Section 718.303(3), Florida Statutes, in conformance with the procedures contained in the Association Bylaws and any Association Rule.

r. In the event of an emergency as defined in Article 3.4 herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

3.3 Assets Held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and Association Bylaws.

3.4 Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, these Articles and the Association Bylaws.

3.5 Emergency Powers. For purposes of this Article 3.5 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the

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declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

- a. The Board, of Directors, may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- b. The Board of Directors may name any person to serve as interim assistant officers, which assistant officers shall have the same authority as the officers to whom they are assistants during the period of emergency, to accommodate the incapacity or absence from the area of any officer of the Association.
- c. The Board of Directors may hold board meetings during an emergency with notice given only to those directors with whom it is practicable to communicate, and the notice can be given in any practicable manner. The directors in attendance at such board meeting (if more than one (1) director) shall constitute a quorum.
- d. Corporate action taken in good faith to meet the emergency needs of the Association or its unit owners shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

**ARTICLE 4
MEMBERS**

4.1 **Members.** The members of the Association shall consist of all of the record owners of units in the Condominium. After termination of the Condominium, the members shall consist of those who are members at the time of such termination, their successors and assigns.

4.2 **Change of Membership.** After receiving approval of the Association Board of Directors required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a Deed or other instrument establishing title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a member to provide it a certified copy of the Deed or other instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 **Limitation on Transfer of Shares of Assets.** 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 member's unit.

4.4 **Voting.** The owner of each Unit shall be entitled to one (1) vote as a member of the Association. The manner of exercising voting rights shall be stated in the Association Bylaws.

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**ARTICLE 5
DIRECTORS**

5.1 **Board of Directors.** The affairs of the Association shall be managed by the Board of Directors. The number of directors shall be stated in the Bylaws, but in no event less than three (3) directors. A Director must fulfill all requirements of eligibility provided in the Association Bylaws and by law. The members of the Board of Directors have a fiduciary duty to the members and to the Association.

5.2 **Election of Directors.** Directors of the Association shall be elected at the annual meetings of the members, in the manner stated in the Association Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and according to the Condominium Act.

5.3 **Initial Directors.** The names and addresses of the persons who will serve as directors until their successors have been duly elected and qualify, are as follows:

Eric L. Donaldson
6020 C Deacon Place
Sarasota, Florida 34238

Darrin Care
6020 C Deacon Place
Sarasota, Florida 34238

Tammy Care
6020 C Deacon Place
Sarasota, Florida 34238

**ARTICLE 6
OFFICERS**

The affairs and operation of the Association shall be administered by the officers designated in the Association Bylaws. The officers shall be elected by the Board of Directors 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 officers have a fiduciary duty to the members and to the Association.

**ARTICLE 7
INDEMNIFICATION**

Every director, every officer of the Association and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and all liabilities, including but not limited to trial and appellate counsel fees,

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reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director, officer of the Association or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director, officer or is serving at the time such expenses and liabilities are incurred, except when the director, officer or member is adjudged guilty (or a withholding of adjudication is entered after a plea of guilty or no contest) of an act or omission to act which is material to the cause of action and which constitutes:

a. A violation of the criminal law, unless the director, officer or member had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

b. A transaction from which the Director, officer or member derived an improper personal benefit; or

c. Willful misfeasance or malfeasance or a conscious disregard for the best interests of the Condominium Association in a proceeding by or in the right of the Condominium Association to procure a judgement in its favor or in a proceeding by or in the right of a member of the Association; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer or member may be entitled.

**ARTICLE 8
BYLAWS**

The Association Bylaws shall be amended in the manner provided by the Bylaws.

**ARTICLE 9
AMENDMENTS**

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

9.1 **Notice.** The text of a proposed amendment to these Articles of Incorporation shall be included in or with the notice of any membership meeting at which a proposed amendment will be considered.

9.2 **Proposal and Approval.** An amendment may be proposed either by the Board of Directors or by not less than thirty percent (30%) of the members of the Association. Except as elsewhere provided, an amendment must be approved by not less than fifty-one percent (51%) of the membership of the Association and by the approval of not less than fifty-one percent (51%) of the Board of Directors.

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9.3 **Limitation on Amendments.** No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change Article 3.3 of Article 3, without the approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 **Certification.** A copy of each amendment hereto shall be filed with the Florida Secretary of State and shall be effective when recorded in the Public Records of Sarasota County, Florida along with a duly-executed Certificate of Amendment.

**ARTICLE 10
TERM**

The term of the Association shall be perpetual, unless sooner terminated according to law.

**ARTICLE 11
INCORPORATORS**

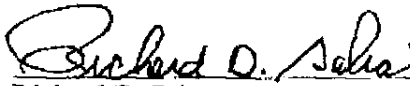
The name and address of the incorporator of these Articles of Incorporation is as follows:

Richard D. Saba, Attorney
2033 Main Street, Suite 303
Sarasota, Florida 34237

**ARTICLE 12
REGISTERED OFFICE AND AGENT**

The initial registered office of the Association shall be 2033 Main Street, Suite 303, Sarasota, Florida 34237, and the registered agent of the Association at that office shall be Richard D. Saba, Attorney. The Association Board of Directors may change the Association's registered office and registered agent from time to time as permitted by law.

WHEREFORE, the incorporator has caused these presents to be executed on this 28th day of October, 2005.


Richard D. Saba

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above-stated corporation at the place designated in these Articles of Incorporation, I am familiar with and hereby accept the appointment as registered agent and, agree to act in this capacity.


Richard D. Saba

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