

N06000009312

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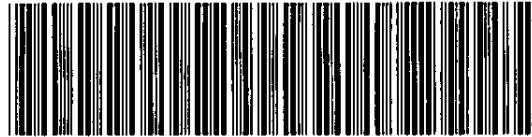
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SEP 21 2016
C LEWIS



SUN TRUST BANK BLDG.
215 SOUTH MONROE STREET
SUITE 400
TALLAHASSEE, FL 32301
TELEPHONE: 850.681.6810
FAX 850.681.9792
WWW.BROADANDCASSEL.COM

FRANK P. RAINER
EMAIL: FRAINER@BROADANDCASSEL.COM

MEMORANDUM

TO: Carolyn Lewis – Dept. of State Div. of Corporations
FROM: Kathy Dilworth/ Broad and Cassel
DATE: October 5, 2016
RE: Amended Restated Articles and Name Change for Embassy Place
Condominium Association, Inc. to Midtown Place Condominium Association,
Inc.

Dear Ms. Lewis,

Per our conversation in reference to your letter number 216A00020232, enclosed is a revised page 2 of the Articles of Amendment to Articles of Incorporation of Embassy Place Condominium Association, Inc.

Please let me know if you need anything else.

Thanks!

Kathy Dilworth

Tallahassee Office



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FRANK P. RAINER, ESQ.
EMAIL: FRAINER@BROADANDCASSEL.COM

September 19, 2016

VIA HAND DELIVERY

Division of Corporations
Clifton Bldg.
2661 Executive Center Circle
Tallahassee, FL 32301

Re: MIDTOWN PLACE CONDOMINIUM ASSOCIATION, INC. – Filing of
Amended and Restated Articles of Incorporation

To Whom It May Concern:

Enclosed is a check in the amount of \$52.50 made payable to the Florida Division of Corporations for filing of the enclosed Amended Restate Articles of Incorporation for the above referenced company.

Should you have any questions or comments, please do not hesitate to contact at (850) 681-6810. Thank you.

Sincerely,



Frank P. Rainer, Esq.

Enclosures

FPR/kad

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: EMBASSY PLACE CONDOMINIUM ASSOCIATION, INC.

DOCUMENT NUMBER: N0600009312

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

FRANK P. RAINER, ESQ.

(Name of Contact Person)

BROAD AND CASSEL

(Firm/ Company)

215 S. MONROE STREET, SUITE 400

(Address)

TALLAHASSEE, FL 32301

(City/ State and Zip Code)

FRAINER@BROADANDCASSEL.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

KATHY DILWORTH

(850)

681-6810

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☒ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

2016 SEP 20 AM 11:12

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR**

EMBASSY PLACE CONDOMINIUM ASSOCIATION, INC.

The Articles of Incorporation of EMBASSY PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), were filed on September 1, 2006, with an effective date of August 30, 2006, and assigned Charter No. N06000009312, under the original name of the Association, Embassy Place Condominium Association, Inc., which name is being amended pursuant to the terms of this Amended and Restated Articles of Incorporation to be **MIDTOWN PLACE CONDOMINIUM ASSOCIATION, INC.**

The Association's Articles of Incorporation shall be amended and restated in accordance with the Association's Articles of Incorporation and the provisions of Sections 617.1002 and 617.1007 of the Florida Not For Profit Corporation Act. Accordingly, the Articles of Incorporation are amended and restated in their entirety to read as follows:

ARTICLE 1 - NAME

The name of the corporation is **MIDTOWN PLACE CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Amended and Restated Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE 2 - OFFICE

The principal office and mailing address of the Association shall be at 506 NORTH MONROE STREET TALLAHASSEE, LEON COUNTY, FLORIDA, 32301, 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 the Act.

ARTICLE 3 - PURPOSE

This Association is organized for the purpose of providing an entity under the Florida Condominium Act, as amended from time to time (the "Act"), for the operation of that certain condominium located in Leon County, Florida, and known as **MIDTOWN PLACE, A CONDOMINIUM** (the "Condominium Property" or "Condominium").

ARTICLE 4 - DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium ("Declaration"), to be recorded in the Public Records of Leon County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

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 corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, and except as limited by the Act, those powers and duties set forth in these Articles, the By-Laws and the Declaration and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments, Special Assessments, and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and Association Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors, agents and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units and the Condominium Property and Association Property, and for the health, comfort, safety and welfare of the Unit Owners.

(f) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Condominium Property and Association Property.

(g) To contract for the management and maintenance of the Condominium Property and Association Property and to authorize a management agent (which may be an affiliate of the Developer) 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 Elements and Association Property 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 granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Condominium Property and Association Property.

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 By-Laws.

5.4 Distribution of Income Dissolution. The Association 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 non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

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 By-Laws, and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 6 - MEMBERS

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall consist of those who were members at the time of such termination and their successors and assigns.

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 Unit for which that share is held.

6.3 Voting. On all members upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned unless otherwise provided in the Declaration.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

ARTICLE 7 - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8 - INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

Jennifer A. Winegardner

c/o Broad and Cassel

215 South Monroe Street Suite 400
Tallahassee, Florida 32301

ARTICLE 9 - OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. 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 By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Dennis Fuller 506 North Monroe Street Tallahassee, Florida 32301
Vice President:	Douglas L. Mannheimer 215 South Monroe Street Tallahassee, Florida 32301
Secretary:	Sonny Bishop 411 East Washington Street Perry, Florida 32347
Treasurer:	Sonny Bishop 411 East Washington Street Perry, Florida 32347

ARTICLE 10 - DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association. When Unit Owners other than Embassy House, LLC, a Florida limited liability company, its successors or assigns (the "Developer") own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, such Unit Owners, other than the Developer, shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors. When Unit Owners other than the Developer constitute a majority of the Board of Directors, the Board of Directors shall consist of no more than seven (7) directors.

Such Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board:

(a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven (7) years after recordation of the Declaration.

Developer shall have the right to elect a majority of the Board until the first occurrence of any of the above events. Developer is entitled to elect at least one (1) Director as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board. The right reserved herein to Developer to elect and maintain Directors may be assigned to and exercised by its successor(s) in interest.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

10.3 Election; 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 By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Team of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 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 By-Laws, are as follows:

NAME

ADDRESS

Dennis Fuller

506 North Monroe Street
Tallahassee, Florida 32301

Douglas L. Mannheimer

215 South Monroe Street

Tallahassee, Florida 32301

Sonny Bishop

411 East Washington Street
Perry, Florida 32347

ARTICLE 11 - INDEMNIFICATION

11.1 Indemnity. 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 is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or, opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. 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 upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 11.

11.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprises,

against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

11.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 11 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 12 - BY-LAWS

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

ARTICLE 13 - AMENDMENTS

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

13.1 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 Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes to Article 5 hereof, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Section 13.3 shall be effective.

13.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Leon County, Florida.

ARTICLE 14 - INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 506 North Monroe Street, Tallahassee, Florida 32301. The initial registered agent of this corporation is Dennis Fuller.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed these Amended and Restated Articles of Incorporation on August 24, 2016.



Name: Dennis Fuller
Its: President

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED**

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In compliance with the laws of Florida the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Amended and Restated Articles of Incorporation, in the City of Tallahassee, County of Leon, State of Florida, the corporation named in the said Articles has named Dennis Fuller, located at 506 North Monroe Street, Tallahassee, Florida.

Having been named the statutory registered agent of said corporation to accept service of process for the corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity.

Dated this 24th day of August, 2016.



Dennis Fuller

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DIVISION OF CORPORATIONS

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CERTIFICATE
OF THE PRESIDENT
OF
MIDTOWN PLACE CONDOMINIUM ASSOCIATION, INC.

Pursuant to the provisions of Section 617.1007(3) of the Florida Not For Profit Corporation Act, the undersigned, in his capacity as President of Midtown Place Condominium Association, Inc., a Florida not for profit corporation (the "Association") hereby certifies that the foregoing Amended and Restated Articles of Incorporation were adopted by the members of the Association on August 24th, 2016, and the number of votes cast for the Amended and Restated Articles of Incorporation were sufficient for approval.



Dennis Fuller, President