

NO6000010554

Florida Department of State
Division of Corporations
Public Access System

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.

(((H06000247650 3)))



H060002476503ABC/

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)205-0381

From:

Account Name : PAPPAS METCALF JENKS & MILLER, P.A.
Account Number : 075452001655
Phone : (904)353-1980
Fax Number : (904)353-5217

FLORIDA PROFIT/NON PROFIT CORPORATION

Marina San Pablo Condominium Association, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	\$78.75

06 OCT -9 AM 10:51

Electronic Filing Menu

Corporate Filing Menu

Help

H06000247650 3

H06000247650 3

03 OCT -08 AM 10:51

ARTICLES OF INCORPORATION

OF

MARINA SAN PABLO CONDOMINIUM ASSOCIATION, INC.
a Florida corporation not-for-profit

In order to form a corporation under the laws of the State of Florida for the formation of corporations not-for-profit, the undersigned hereby forms a corporation for the purposes and with the powers herein specified, and to that end we do, by these Articles of Incorporation ("Articles"), set forth:

ARTICLE I

NAME

The name of the corporation shall be Marina San Pablo Condominium Association, Inc. ("Association").

ARTICLE II

PURPOSE

The purpose of the Association is the administration, operation and management of a condominium known as Marina San Pablo, a Condominium ("Condominium"), which may be established in accordance with the Florida Condominium Act, Chapter 718, *Florida Statutes* (2006) ("Act"), upon that certain real property described in Exhibit A of the Declaration of Condominium of Marina San Pablo, a condominium, to be recorded in Duval County, Florida (the "Declaration"), as such Declaration is amended, modified and supplemented from time to time. The Association shall undertake the performance of, and shall carry out, the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions and authorizations contained herein, in the Bylaws established pursuant to the requirements of these Articles and in the Declaration, and further, may exercise all powers granted to a condominium association under the Act. The Association may also acquire, own, operate, lease, sell, trade or otherwise deal with any property, real or personal, as may become part of the Condominium ("Condominium Property") and as may be necessary or convenient for administration of the Condominium. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration unless specifically defined in these Articles or unless otherwise required by the context. Upon a declaration of condominiums designation of the Association as the entity to operate and maintain another condominium, and the Association's acceptance of such designation, the Association shall have all of the powers and obligations set forth in the declaration for such condominium and as set forth herein with respect to such condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

H06000247650 3

ARTICLE III

POWERS AND DUTIES

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not-for-profit under the law pursuant to which this Association is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association including, without limitation, the power, authority and right to:

1. Make and establish Bylaws and reasonable rules and regulations governing use of the Units, Common Elements and Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the Bylaws including, without limitation, the right to levy and collect assessments for the purposes of (i) acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium, and (ii) accomplishing the purposes set forth in the Declaration generally.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Articles, the Bylaws and the Act.

5. Enforce the provisions of the Articles, the Declaration, the Bylaws and all rules and regulations governing use of the Condominium which may hereafter be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration, the Articles, Bylaws and the Act.

7. Employ personnel to perform the services required for proper operation of the Condominium.

H06000247650 3

8. Use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, the Limited Common Elements and the Condominium Property in accordance with the requirements set forth in the Declaration.

9. Grant permits, licenses and easements over the Common Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

10. Merge with other condominium associations, provided that such merger is approved by an eighty percent (80%) vote of the members of the Association and the majority of the votes of the members of the other associations to be merged.

11. Contract to sue or be sued with respect to its exercise or non-exercise of its powers.

12. Access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements, Limited Common Elements or to prevent damage to such Common Elements or Limited Common Elements.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and the Declaration, Bylaws and the Act. In the event of a conflict between the terms of these Articles and the Declaration, the terms of the Declaration shall control.

ARTICLE IV

MEMBERSHIP

The qualifications of members, manner of their admission to and termination of membership and voting by members shall be as follows:

A. The owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except that in the event the Association is designated as the association to operate and manage another condominium and provided the Association accepts such designation, the owners of such other condominium shall also be members of the Association.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two (2) or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

H06000247650 3

C. The interest 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(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Bylaws.

D. On all matters upon which the membership is entitled to vote as hereinafter provided, there shall be one (1), and only one (1), vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws. Should any member own more than one (1) Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner provided for in the Bylaws.

E. Until such time as the parcel of real property within the Condominium Property and the improvements now and/or to be constructed thereon are submitted to the Condominium form of ownership by recordation of a Declaration of Condominium therefore in the public records of Duval County, Florida, the membership of the Association shall be comprised of the members of the first Board of Directors as set forth in these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

F. As used in these Articles, the Bylaws and the Declaration, the term "Unit Owners" and "Owners" shall be synonymous with the term "Members" when referring to the members of the Association.

ARTICLE V

EXISTENCE

Existence of the Association shall commence with the filing of these Articles with the Florida Secretary of State. The Association shall have perpetual existence unless the Condominium is terminated pursuant to the provisions of its Declaration, in which event the Association shall be dissolved in accordance with law.

ARTICLE VI

PRINCIPAL OFFICE

The principal office of the Association shall be located at 3020 Hartley Road, Suite 300, Jacksonville, Florida 32257, Duval County, but the Association may maintain offices and transact business in such places, within Duval County, Florida, as may from time to time be designated by the Board of Directors.

H06000247650 3

ARTICLE VII

OFFICERS

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida, subject to the directions of the Board of Directors.

The Board of Directors shall elect a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer needs to be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.

The officers of the Association, who shall hold office until their successors are elected pursuant to these Articles and the Bylaws and have qualified, shall be the following:

President	Mark T. Farrell
Vice President / Secretary / Treasurer	William L. Morgan
Vice-President	Clarence S. Moore

Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

ARTICLE VIII

DIRECTORS

The number of members of the Board of Directors shall be not less than three (3). The initial members of the Board of Directors shall be appointed by the Developer and shall consist of not less than three (3) members for so long as the Developer is entitled to appoint any members of the Board of Directors and shall automatically increase to five (5) Directors commencing at the first annual meeting after the Developer shall have lost or relinquished the right to appoint at least one Director. When Unit Owners other than the Developer own fifteen percent (15%) of the Units which will ultimately be operated by the Association, the Unit Owners, other than the Developer, shall be entitled to elect, in a manner to be provided in the Bylaws, one-third (1/3) of the members of the

H06000247650 3

Board of Directors. Unit Owners other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, a majority of the members of the Board of Directors upon the first to occur of the following:

- (i) Three (3) years after the sales by the Developer have been closed on fifty percent (50%), but less than ninety percent (90%) of the Units that will ultimately be operated by the Association.
- (ii) Three (3) months after sales have been closed by the Developer of ninety percent (90%) of the Units which may, pursuant to the Declaration, ultimately be operated by the Association.
- (iii) When all of the Units that will ultimately be operated by the Association have been completed, and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business.
- (iv) When some of the Units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.
- (v) Seven (7) years after recordation of the Declaration.

The Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units which will ultimately be operated by the Association. Commencing after the Developer shall have lost or relinquished the right to appoint at least (1) Director, a majority of the Directors shall be elected at large solely by the Residential Unit Owners by a plurality of the votes cast by the Residential Unit Owners at the annual *membership meeting* (the "Unit Appointed Directors"). Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other member of the Association. After Unit Owners, other than the Developer, elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the Bylaws and the Act, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and the Association held or controlled by the Developer. Meetings for the election of members of the Board of Directors shall be held annually in a manner to be provided in the Bylaws.

The names and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of Florida, these Articles and the Bylaws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are elected and have qualified, are as follows:

William L. Morgan
3020 Hartley Road
Suite 300
Jacksonville, FL 32257

H06000247650 3

Clarence S. Moore
3020 Hartley Road
Suite 300
Jacksonville, FL 32257

Mark T. Farrell
3020 Hartley Road
Suite 300
Jacksonville, FL 32257

ARTICLE IX

INCORPORATOR

The Incorporator under these Articles and his respective address, is set forth below:

Mark T. Farrell
3020 Hartley Road
Suite 300
Jacksonville, FL 32257

ARTICLE X

BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Board of Directors of the Association at a meeting at which a majority of the Board of Directors is present, and, thereafter, the Bylaws may be amended, altered or rescinded only in the manner provided in the Bylaws, except that no portion of the Bylaws may be amended, altered or rescinded in such a manner as will prejudice the rights of the Developer without the Developers' written consent.

H06000247650 3

ARTICLE XI**INDEMNIFICATION**

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees and costs, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in 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 or officer may be entitled.

ARTICLE XII**AMENDMENT TO ARTICLES**

Until membership of the Association consists of members in addition to the Developer, these Articles may be altered or amended at any regular or special meeting of the Board of Directors and a copy of such adopted amendment of the Articles shall be certified and transcribed in such form as necessary to file with the office of the Florida Secretary of State and a certified copy of such amendment shall be recorded in the public records of Duval County, Florida, within thirty (30) days of the date on which the same is accepted for filing by the office of the Secretary of State.

After such time as the membership of the Association includes members in addition to the Developer, an amendment or amendments to these Articles may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning twenty percent (20%) of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by the Board of Directors or members, such proposed amendment or amendments shall be adopted by a Resolution of the Board of Directors setting forth the proposed amendment and directing that it be submitted to a vote at an annual or special meeting of the members. Such resolution shall be transmitted to the President of the Association or the acting chief-executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the Resolution containing the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such

H06000247650 3

notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by a vote of the members owning not less than eighty percent (80%) of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles shall be recorded in the public records of Duval County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles, which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

ARTICLE XIII

DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved in accordance with the provisions of the Declaration and in accordance with law.

IDA IN WITNESS WHEREOF, the Incorporator hereof has hereunto set his hand and seal this day of October, 2006.

Mark T. Farrell

Mark T. Farrell, Incorporator

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 6th day of October 2006, by Mark T. Farrell.

Cheryl A Hill
Print Name Cheryl A Hill

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires:

Personally known

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____



H06000247650 3

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED:

MARINA SAN PABLO CONDOMINIUM ASSOCIATION, INC., DESIRING TO
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS
PRINCIPAL PLACE OF BUSINESS AT COUNTY OF DUVAL, STATE OF FLORIDA, HAS
NAMED MARK T. FARRELL, 3020 HARTLEY ROAD, SUITE 300, JACKSONVILLE, FL
32257, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

MARINA SAN PABLO
CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not-for-profit

By: Mc T
MARK T. FARRELL
President

DATED: 10/10/06

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY
AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE
PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE
PERFORMANCE OF MY DUTIES.

Mc T
MARK T. FARRELL
Resident Agent

DATED: 10/10/06

06 OCT -9 11:10:51