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Page 1 of 1

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Galleria on Venice Avenue Condominium Association, I/A.

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**ARTICLES OF INCORPORATION  
OF  
GALLERIA ON VENICE AVENUE CONDOMINIUM ASSOCIATION, INC.  
(A Florida Not for Profit Corporation)**

In order to form a not for profit corporation, under and in accordance with Chapter 617 of the Florida Statutes (the same being the "Florida Not for Profit Corporation Act"), I, the undersigned, hereby incorporate this not for profit corporation, for the purposes and with the powers hereinafter set forth and to that end, do, by these Articles (hereinafter defined), certify as follows:

**ARTICLE I  
DEFINITIONS**

The terms contained in these Articles are defined in Chapter 718, Florida Statutes (the same being the "Condominium Act" or the "Act"), as amended through the date of recording the Declaration (hereinafter defined) amongst the Public Records (hereinafter defined), shall have the meaning of such terms set forth in the Act, and, for clarification, the following terms will have the meanings set forth below:

- A. "Articles" means these Articles of Incorporation of the Association.
- B. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in each Declaration) which from time to time are assessed against a Unit Owner.
- C. "Association" means Galleria on Venice Avenue Condominium Association, Inc., a Florida corporation not for profit, responsible for the Condominium(s). The Association is a "Sub-Association" (as defined in the Master Documents)
- D. "Association Expenses" means the expenses for the operation and administration of the Association in carrying out its powers and duties, including the operation, maintenance, repair or replacement of any Association Property, and the cost of taxes and insurance thereon.
- E. "Association Property" means that property, real and personal, which is owned or leased by the Association for the benefit of its Members.
- F. "Board" means the Board of Directors of the Association.
- G. "Bylaws" means the Bylaws of the Association.
- H. "Common Elements" means the portion of the Condominium Property not included in the Units.
- I. "Common Expenses" means expenses for which Unit Owners are liable to the Association as set forth throughout the Act and as described in the Condominium Documents and include:
  - (i) expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance on the Condominium Property required to be insured by the Association;
  - (ii) any fees due and payable under any bulk cable agreement between a cable service provider and the Association; and
  - (iii) any other expenses designated as Common Expenses, not inconsistent with the Act, from time to time by the Board.

H08000215486 3

H08000215486 3

J. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, in connection with the Common Elements) over the Common Expenses.

K. "Condominium" means the commercial condominium named "Galleria on Venice Avenue, a Condominium," which is created by the Declaration, and any other Galleria on Venice Avenue Condominium, if any.

L. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with a Condominium and all amendments to the foregoing.

M. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.

N. "County" means Sarasota County, Florida.

O. "Declaration" means the Declaration of Condominium by which Galleria on Venice Avenue, a Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act and any other declaration of condominium for a Galleria on Venice Avenue Condominium, if any and all amendments thereto.

P. "Developer" means Ventura Commerce Park, LLC, a Florida limited liability company, its grantees, successors and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in an instrument of conveyance or any other instrument executed by Developer.

Q. "Director" means a member of the Board.

R. "Galleria on Venice Avenue Condominium" means the condominium or condominiums in Galleria on Venice Avenue subject to a declaration(s), including, but not necessarily limited to, Galleria on Venice Avenue, a Condominium.

S. "Galleria on Venice Avenue" means the name given to the business park being developed by Master Declarant in the County in accordance with the Master Declaration. Galleria on Venice Avenue, a Condominium is situated within Galleria on Venice Avenue.

T. "Member" means a member or members of the Association.

U. "Master Association" means Galleria on Venice Avenue Master Association, Inc., a Florida corporation not for profit, organized to administer the Master Declaration and having among its members all Owners (as such term is defined in the Master Declaration) of fee simple title to a Unit (as such term is defined in the Master Declaration), which is subject to assessment by the Master Association, including the Unit Owners.

V. "Master Association Assessments" means assessments for which all Unit Owners are obligated to pay to the Master Association for "Common Expenses" and include "Regular Assessments" and "Special Assessments" (as such terms are defined in the Master Declaration), and any and all other assessments which are levied by the Master Association in accordance with the Master Documents.

W. "Master Declarant" means Ventura Commerce Park, LLC, a Florida limited liability company, and all of such entity's successors and assigns.

X. "Master Declaration" means the Master Declaration of Covenants, Restrictions and Easements for Galleria on Venice Avenue recorded in Official Records Instrument 2008003488, of the Public Records of the County, FTL:17982843

H08000215486 3

H08000215486 3

and all amendments and supplements thereto, whereby portions of the real property at Galleria on Venice Avenue are set aside from time to time by Master Declarant in accordance with the plan for development set forth therein and whereby the "Common Expenses" (as defined therein) for the land areas designated therein as "Master Association Property" are made specifically applicable to Unit Owners to be collected by the Association on behalf of the Master Association. The Master Declaration authorizes Master Association Assessments to be levied against the Unit Owners.

Y. "Master Documents" means the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

Z. "Unit" means "unit" as defined in the Act and is that portion of the Condominium Property which is subject to exclusive ownership as provided for in the Declaration.

AA. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit.

BB. "Phase" means those portions of the real property planned to be within the Condominium and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property by the recording of a Declaration or an amendment thereto.

CC. "Public Records" means the Public Records of the County.

DD. "Voting Certificate" means "Voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

EE. "Voting Interests" means "Voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

Whenever the context so requires, the use of the plural shall include the singular and *vice versa*. Any words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

ARTICLE II  
NAME, PRINCIPAL AND MAILING ADDRESS

The name of the Association shall be GALLERIA ON VENICE AVENUE CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 121 Triple Diamond Boulevard, Suite 8, N. Venice, Florida 34275.

ARTICLE III  
PLAN OF DEVELOPMENT AND  
PURPOSE OF ASSOCIATION

A. Developer intends to develop the Condominium in the County on property Developer owns in the County. Developer intends to develop the Condominium as a "phase" condominium in accordance with Section 718.403 of the Act.

B. If Developer does not submit all Phases described in the Declaration of Galleria on Venice Avenue, a Condominium to condominium ownership, then Developer may develop the land of any such Phases(s) not made a part thereof as other Galleria on Venice Avenue Condominium(s) to be administered by the Association.

C. The Association shall be the condominium association responsible for the operation of the Condominium, subject to the terms and restrictions of the Condominium Documents; provided, however, Developer reserves the right to incorporate additional Association(s) if more than one (1) condominium is created within Galleria on Venice Avenue. Each Unit Owner shall be a Member of the Association as provided in these Articles.

D. The purpose for which this Association is organized is to maintain, operate and manage the

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H08000215486 3

Condominium, including, if applicable, any additional Galleria on Venice Avenue Condominium(s), and to own portions of, operate, lease, sell, trade and otherwise administer the Condominium and certain of the improvements located therein now or in the future, all in accordance with the plan for development set forth in the Condominium Documents and all other lawful purposes.

ARTICLE IV  
POWERS OF THE ASSOCIATION

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit; provided, such powers are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers, including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium Property, including Association Property, if any, and the Common Elements, to be granted to the Association in the Condominium Documents, which powers are incorporated by this reference into these Articles.

C. The Association shall have all of the powers of an "Association" (as such term is defined in the Act) and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Units, the Association Property, if any, and the Common Elements);

2. To make, levy, collect and enforce Assessments, special charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide sufficient funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and Condominium Property and any other Galleria on Venice Avenue Condominium it may operate and the payment of Common Expenses and Association Expenses, if any, and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments and other monies in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents, Master Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service and management contracts to provide for the maintenance, operation, management and administration of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium or Association Expenses of the Condominium and any other Galleria on Venice Avenue Condominium operated by the Association, if any, and to enter into agreements for the installation, maintenance and operation of a "master" television antenna system and a cable television system, if any;

7. To purchase: (i) Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents;

H08000215486 3

H08000215486 3

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan;

9. As set forth in the Declaration, the Association has been deemed the member of the Master Association for and on behalf of all Unit Owners of the Condominium. With respect to any and all votes attributable to the Condominium Property, such votes shall be cast by the president of the Association and in his absence by any other officer designated by the Board of Directors of the Association.

10. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents, the Act and the Master Documents.

ARTICLE V  
MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

A. Until such time as the property which is intended to comprise the Condominium is submitted to condominium ownership by the recording of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article X hereof).

B. Once the property which is intended to comprise the Condominium is submitted to condominium ownership by the recording of the Declaration, the Unit Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members. Developer shall be a Member so long as it is the record owner of any Unit in the Condominium or of any Unit in any other Galleria on Venice Avenue Condominium administered by the Association.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of the title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to its Unit.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. If a second Galleria on Venice Avenue Condominium is created, membership in the Association shall be divided into classes ("Class Members") with Unit Owners in each Galleria on Venice Avenue Condominium constituting a class. If one or more additional Galleria on Venice Avenue Condominium(s) are created, the Unit Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium. Each class shall be designated by a numeral denoting the sequence in which a particular Galleria on Venice Avenue Condominium was submitted to condominium ownership. For example, the Unit Owners of the Condominium, provided it is the first Galleria on Venice Avenue Condominium created and additional Galleria on Venice Avenue Condominium(s) are created, would be "Class 1 Members."

F. With respect to voting, the following provisions shall apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 immediately below. In any event, however, each Unit shall be entitled to voting rights equal to the percentage or fraction share vote applicable to such Unit, which vote shall be exercised and cast in accordance with the applicable Declaration and the Condominium Documents. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by

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H08000215486 3

more than one (1) person or entity, such Unit Owners collectively shall only be entitled to the percentage share vote for each Unit owned in the manner determined by the Declaration.

2. Except as otherwise required by the Condominium Documents or the Act, matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Galleria on Venice Avenue Condominium or any combination of Galleria on Venice Avenue Condominiums shall be voted upon only by the Class Members of the applicable Galleria on Venice Avenue Condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to all of the Galleria on Venice Avenue Condominiums or to the Association as a whole shall be voted on by the entire membership and shall be determined by a vote of the majority of the Voting Interests in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Galleria on Venice Avenue Condominium or any combination of the Galleria on Venice Avenue Condominiums or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Galleria on Venice Avenue Condominium or any combination of Galleria on Venice Avenue Condominiums which the Board determines requires the vote of the Members as a whole shall be effective with regard to a Galleria on Venice Avenue Condominium unless the Class Members of the particular Galleria on Venice Avenue Condominium or any combination of Galleria on Venice Avenue Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

4. The membership shall be entitled to elect the Board as provided in Article X of these Articles.

5. Notwithstanding any other provision of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE VI  
TERM OF ASSOCIATION

The term for which this Association is to exist shall be perpetual.

ARTICLE VII  
INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Ruden, McClosky, Smith, Schuster & Russell, P.A., Attention: John M. Dert, Esq., 1515 Ringling Boulevard, Suite 700, Sarasota, Florida 34236.

ARTICLE VIII  
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in operating and/or managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine

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H08000215486 3

H08000215486 3

appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected as such officers by the Board in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE IX  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Christopher Deveso
Vice President	Thomas P. McGinley
Secretary/Treasurer	Suzanne Deveso

ARTICLE X  
BOARD OF DIRECTORS

A. The number of Directors on the first Board ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the "Majority Election Meeting" (as hereinafter defined) shall be three (3). Beginning with the Majority Election Meeting, there shall be a Class Director for each Galleria on Venice Avenue Condominium, if applicable, and, if necessary, subsequent to "Developer's Resignation Event" (as hereinafter defined), there shall also be an additional Director elected "at large," so that there will always be an odd number of Directors. The number of Directors elected by the Members at and subsequent to the Majority Election Meeting shall be as provided in Paragraph K of this Article X. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members, except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board.

B. The names and addresses of the persons who are to serve on the First Board are as follows:

NAME	ADDRESS
Christopher Deveso	121 Triple Diamond Boulevard, Suite #8 North Venice, Florida 34275
Thomas P. McGinley	121 Triple Diamond Boulevard, Suite #8 North Venice, Florida 34275
Suzanne Deveso	121 Triple Diamond Boulevard, Suite #8 North Venice, Florida 34275

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to a Unit Owner other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Units in the first Galleria on Venice Avenue Condominium created, including Units located in all Phases of the Condominium contemplated in the Declaration (provided Developer still has the right to submit additional phases to condominium ownership) the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at an initial election meeting (the "Initial Election Meeting"). Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as

PTL:1798284:3

H08000215486 3



H08000215486 3

the "Initial Elected Board" and which shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of any of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a) through (e) of the Act:

a. Three (3) years after fifty percent (50%) of the Units have been conveyed to Purchaser Members; or

b. Three (3) months after ninety percent (90%) of the Units have been conveyed to Purchaser Members; or

c. When the Units have been completed, some of them have been conveyed to Purchaser Members, and none of the others are being offered for sale by Developer in the ordinary course of business; or

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

e. Seven (7) years after recordation of the Declaration, or in the case of an association which may ultimately operate more than one (1) condominium, seven (7) years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to Section 718.403 of the Act, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. Developer is entitled to elect at least one member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than five hundred (500) Units, and two percent (2%), in condominiums with more than five hundred (500) Units, of the Units in a condominium operated by the Association. Following the time Developer relinquishes control of the Association, 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 a majority of the members of the Board. The term "Total Units" means the number of Units contemplated for all of the Galleria on Venice Avenue Condominiums (less the number of Units in any and all Phases of any Galleria on Venice Avenue developed as a phase condominium pursuant to the Act which Developer decides neither to submit as part of any Galleria on Venice Avenue Condominium as provided in the Declaration nor to submit to condominium ownership as a separate condominium[s] or which Developer determines to be operated by another condominium association).

2. Notwithstanding Paragraph D.1 above, Developer shall have the right to, at any time, upon written notice to the Association relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. If upon the occurrence of the Majority Election Meeting, more than one (1) Galleria on Venice Avenue Condominium has been subjected to administration by the Association, then a class of Directors ("Class Directors") shall be created for each Galleria on Venice Avenue Condominium in the manner provided for in Paragraph G of this Article

FTL:1798284:3

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X. Each class of Director shall be designated by a numeral denoting the sequence in which the subject Galleria on Venice Avenue Condominium was created. For example, the Directors of the Condominium, provided it is the first Galleria on Venice Avenue Condominium, would be "Class 1 Directors." Each Galleria on Venice Avenue Condominium shall have one (1) Class Director and one or more Director(s) shall be elected "at large," in accordance with Paragraph A of this Article X if required by Paragraph A of this Article X.

G. At the Majority Election Meeting, each class of Purchaser Members shall elect one (1) Director and Developer, until the Developer's Resignation Event, shall be entitled to designate Directors, the number of which shall be one (1) less than the number of Directors elected by the Purchaser Members. (In the event there is not more than one [1] Galleria on Venice Avenue Condominium, the Purchaser Members shall elect two [2] Directors and Developer shall designate one [1] Director). Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

H. At the first Annual Members Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

I. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member or members to the Board as specified in the Act at each subsequent Annual Members Meeting, until Developer is no longer entitled to appoint a member to the Board.

J. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated or to be designated by Developer.

K. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Units in a Galleria on Venice Avenue Condominium for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either of the foregoing events are herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. Such successor Directors shall serve until the next Annual Members Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding the previous occurrence of a Developer's Resignation Event.

L. At each Annual Members Meeting held subsequent to the year in which the Majority Election Meeting occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors. In the event, however, there are two (2) or more Galleria on Venice Avenue Condominiums operated by the Association, then the minimum number of Directors shall be one (1) Director from each Class elected by the Class Members thereof, and if necessary to have an odd number of Directors, one (1) Director at Large elected by all

PTL:179224:3

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H08000215486 3

of the Members. If the Board consists of only three (3) Directors, those three (3) Directors shall also serve on the board of the Master Association. In the event the Board consists of more than three (3) Directors, all of the Directors shall elect three (3) Directors to serve on the board of the Master Association.

M. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association, the Association Property, if any, or all of the Galleria on Venice Avenue Condominiums.
3. On matters pertaining exclusively to a particular Galleria on Venice Avenue Condominium, only the affected Class Directors shall vote thereon.
4. Subject to the provisions of Subparagraphs 1, 2 and 3 immediately preceding, the Board as a whole shall determine whether a matter shall be voted on by Class Directors or by the entire Board as a whole. In the case of a deadlock of the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.
5. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter: (a) on matters which are voted on by the Board as a whole, such determination shall be made with respect to the number of all of the Directors; and (b) on matters which are voted on by Class Directors, such determination shall be made with respect to the number of Class Directors.

ARTICLE XI  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses and, if applicable, the Association Expenses, and collecting that portion of Common Expenses and, if applicable, Association Expenses, attributable to Unit Owners in each Galleria on Venice Avenue Condominium as determined in accordance with the Condominium Documents.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing, replacing and operating the improvements within Galleria on Venice Avenue Condominium(s) and the Association Property, if any.
- D. Reconstructing improvements after casualties or other losses and making further authorized improvements within the Galleria on Venice Avenue Condominium(s) and the Association Property, if any.
- E. Making and amending rules and regulations with respect to the Galleria on Venice Avenue Condominium(s) and for the Association Property, if any.
- F. Enforcing by legal means the provisions of the Condominium Documents, the Master Documents and the Act.
- G. Contracting for the maintenance, operation, management and administration of the Condominium Property and the Association Property, if any, and authorizing 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 maintenance, repair and replacement of improvements or portions

FTL:1798284:3

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thereof for which the Association has responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and Assessments which are or may become liens against the Common Elements of the Condominium and assessing the same against Units, the Unit Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one insurance policy to insure the Condominium Property to allocate the premiums therefor in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of any Galleria on Venice Avenue Condominium, or the Association Property, if any, not billed directly to Unit Owners of the individual Units.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in mandatory non-binding arbitration as provided for in Sections 718.112(2)(K) and 718.1255 of the Act. The provisions of Sections 718.112(2)(K) and 718.1255 of the Act are incorporated herein by this reference.

M. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or rental of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as either of the foregoing may be amended from time to time.

N. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

O. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents, the Master Documents and the Act.

P. All other powers and duties reasonably necessary to operate and maintain Galleria on Venice Avenue Condominium(s) administered by the Association in compliance with the Condominium Documents and the Act.

#### ARTICLE XII INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including legal fees (at all trial and appellate levels) reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification

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provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

ARTICLE XIII  
BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded only by the affirmative vote of not less than a majority of the Voting Interests present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIV  
AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment(s) shall be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendment(s) and shall be an exhibit to the Declaration upon the recording of each Declaration. This Article XIV is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one (1) meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice");

3. At such meeting a vote of the Members, including Developer as to any Units it owns, shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon, unless only a Class or Classes of Members is or are entitled to vote thereon pursuant to Article IV hereof, in which event the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of the or each Class entitled to vote thereon as a Class and the affirmative vote of all Members entitled to vote thereon; or

4. An amendment may also be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all members are present and setting forth their intention that an amendment to these Articles be adopted, the same being a written consent in lieu of meeting. Where an amendment is passed by such a written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after  
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the recodation of a Declaration, recorded amongst the Public Records as an amendment to each Declaration.

E. Notwithstanding the provisions of this Article XIV, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article X hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgage" (as such term is defined in the Declaration) without its prior written consent to the degree this provision is permitted by the Act.

ARTICLE XV  
EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph E below or in anticipation of any such emergency, the Board may:

- 1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
- 2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph E below:

- 1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
- 2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XV to further the ordinary affairs of the Association:

- 1. Binds the Association; and
- 2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XV if a quorum of the Directors cannot readily assemble because of a catastrophic event.


ARTICLE XVI  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 121 Triple Diamond Boulevard, Suite #8, North Venice, Florida 34275 and the initial registered agent of the Association at that address shall be Christopher Deveso.

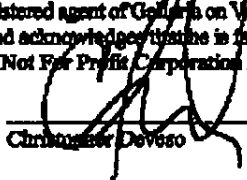
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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 12<sup>th</sup> day of September, 2008.

  
John M. Dart, Incorporator

The undersigned hereby accepts the designation of registered agent of Georgia on Venice Avenue Condominium Association, Inc. as set forth in Article XVI of these Articles and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

  
Christopher Deveso

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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