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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2009 OCT -9 P 4: 24

FILED

60-81-81
① 60

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: YE OLDE BRIC CONDOMINIUM ASSOCIATION, INC.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: James E. Moyer
Name (Printed or typed)

800 South Orlando Avenue
Address

Maitland, FL 32751
City, State & Zip

(407) 622-5250
Daytime Telephone number

jmoyer@moopm.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF
YE OLDE BRIC CONDOMINIUM ASSOCIATION, INC.**

FILED
2009 OCT -9 P 4: 24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED incorporator, for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME

The name of this corporation shall be Ye Olde Bric Condominium Association, Inc., which is hereinafter referred to as the "Association."

ARTICLE II
OFFICE

The principal office and place of business of the Association shall be at 125 S. Interlachen Avenue, Winter Park, Florida 32789, or such other place as may be subsequently designated by the Board of Directors. All books and records shall be kept at its principal office or at such other place as permitted by the Act. The initial mailing address shall be c/o James E. Moye, 800 South Orlando Avenue, Maitland, Florida 32751.

ARTICLE III
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act," for the operation of that certain Condominium located in Orange County Florida and known as Ye Olde Bric Condominium (the "Condominium"), in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Association.

ARTICLE IV
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium of Ye Olde Bric Condominium, as recorded in O.R. Book 2956, Page 1917, of the Public Records of Orange County, Florida, unless provided to the contrary, or unless the context otherwise requires.

ARTICLE V
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, except as expressly limited or restricted by the terms of these Articles, the Declaration of Condominium, the By-Laws or the Condominium Act.

5.2 Enumeration: The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Condominium Act), and all other 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 establish Rules and Regulations governing the use of the Condominium Property and impose fines on Unit Owners in sums not to exceed the amounts provided by §718.303(3), Florida Statutes, as the same may be amended from time to time;

(b) To levy and collect assessments against members of the Association to defray the common and limited common expenses of the Condominium as provided for in the Declaration of Condominium and exhibits attached thereto, including, but not limited to, the provision of insurance for the Condominium Property and the Association, the acquiring, operating, leasing, managing and otherwise dealing with property, whether real or personal (including Units in said Condominium), which may be necessary or convenient for the operation and management of the Condominium and to do all things necessary to accomplish the purpose set forth in said Declaration of Condominium.

(c) To lease, maintain, improve, repair, reconstruct, replace, operate and manage the Condominium property.

(d) To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association provided in these Articles, the Declaration of Condominium and exhibits attached thereto.

(e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association, and the Rules and Regulations governing the use of said Condominium.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium.

(g) To acquire and enter into agreements whereby the Association acquires an interest in property, either in its own name or through organizations of which it is a member; or a leasehold, membership, or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation, or other use or benefit of the members.

(h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium parcels.

(i) To reconstruct improvements after casualty and to make further improvements of the property.

(j) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

(k) To maintain the Common Elements and Association property, employ and dismiss

personnel as necessary for the maintenance and operation of the Common Elements and Association property, and enter into maintenance and service contracts for general maintenance and upkeep of the same;

(l) To buy, sell, lease, mortgage, or otherwise deal with real or personal property in the name of the Association, including the purchase of Units at foreclosure or judicial sale;

(m) To keep minutes of all meetings of Unit Owners and directors, such minutes to be kept in a book available for inspection by Unit Owners or their authorized representatives and by directors at any reasonable time;

(n) To gain access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units;

(o) To grant, modify, or move any easement without the joinder of any Unit Owner if the easement constitutes part of or crosses Common Elements;

(p) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association property and assessments (annual or special). If any sum borrowed by the Board of Directors on behalf of the Condominium under the authority contained in this paragraph is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as the Unit Owner's interest in his or her Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien that the creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.

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

ARTICLE VI **MEMBERS**

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

6.1 Membership: 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.

6.2 Establishment and Termination of Membership: Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, Membership shall be established by the

acquisition of fee title to a Unit in the Condominium. The membership, and any rights appurtenant thereto, of any party shall be automatically terminated upon being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

6.3 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 his Unit.

6.4 Voting: On all matters on which the membership shall be entitled to vote, there shall be one vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit in the Condominium shall be entitled to cast the aggregate number of votes attributable to all Units owned.

ARTICLE VII **TERM OF EXISTENCE**

The Association shall have perpetual existence, unless dissolved in accordance with applicable law.

ARTICLE VIII **INCORPORATOR**

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

<u>NAME</u>	<u>ADDRESS</u>
Interlachen Guarantor, LLC	4075 Scarlet Iris Place, Winter Park, Florida 32792.

ARTICLE IX **DIRECTORS**

9.1 Number and Qualifications: The affairs of the Association will be managed by a Board of Directors consisting of three (3) directors, determined in the manner provided in the By-Laws, who need not be members of the Association.

9.2 Duties and Powers: All of the duties and powers of the Association existing under the Condominium 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 of the members when such approval is specifically required by the Condominium Act, the Declaration, these Articles or the By-Laws.

9.3 Election and 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 filled in the manner set forth in the By-Laws.

9.4 Term: All Directors shall serve one (1) year terms.

9.5 Initial Directors:

The names and addresses of the members of the initial Board of Directors who shall hold office until their successor are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
James E. Moye	4075 Scarlet Iris Place Winter Park, Florida 32792
Mari Moye	4075 Scarlet Iris Place Winter Park, Florida 32792
James Moye, Jr.	4075 Scarlet Iris Place Winter Park, Florida 32792

ARTICLE X
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 at its first annual meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names of officers who shall serve until their successors are elected are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President/Treasurer:	James E. Moye 4075 Scarlet Iris Place Winter Park, Florida 32792
Vice President/ Secretary:	Mari Moye 4075 Scarlet Iris Place Winter Park, Florida 32792

ARTICLE XI
INDEMNIFICATION

11.1 OFFICERS AND DIRECTORS: The Association shall and does hereby indemnify and hold harmless every director and every officer, his or her heirs, executors, and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

11.2 **INSURANCE**: The Association may in its discretion, at the Association's expense, purchase Director's and Officer's liability insurance. If such insurance is obtained by the Association, the Association shall cause the directors, from time to time serving, to be additional named insured on the policy.

ARTICLE XII **BY-LAWS**

The initial By-Laws of the Association shall be adopted by the Board of Directors of the Association and maybe altered, amended or rescinded in the manner provided for in the By-Laws.

ARTICLE XIII **FUNDS AND ASSETS**

13.1 The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, these Articles, and in the By-Laws of the Association hereafter adopted.

13.2 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 his Unit.

ARTICLE XIV **CONTRACTS**

14.1 The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors, or members of the Association may have an interest of any nature whatsoever. No contract shall be invalidated in whole or part by the Association or any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the Association.

14.2 At any meeting of the Directors of the Association which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereat, with the like force and effect, as if he had no such interest, provided that in such case the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed, or shall have been known to the directors or a majority thereof. A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the Association by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereof.

ARTICLE XV
AMENDMENTS

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

15.1 Adoption: These Articles may be amended by a majority vote of the Board of Directors.

15.2 Amendment Text: No provision of these Articles shall be revised or amended by reference to its title or number only. Proposals to amend these Articles shall contain the full text of the Articles to be amended, with new words inserted in the text underlined and words to be deleted struck through with hyphens. Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

15.3 Consent to Amendments. No amendment shall discriminate against any Unit, Unit Owner or class of Unit Owner unless the affected Owner or Owners shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation, Declaration of Condominium, or the Florida Condominium Act. Each amendment shall identify the book and page in the official public records where the Declaration is recorded.

15.4 Execution & Recording of Amendments. A copy of certificate of amendment, containing the text of the amendment, certifying that the amendment was duly adopted by the Board of Directors, shall be executed by the President or other duly qualified officer of the Association, with the formalities of a deed. All amendments to these Articles shall be effective when such certificate is recorded in the Public Records of Orange County.

ARTICLE XVI
INITIAL REGISTERED AGENT

The initial registered office of this corporation shall be located at 800 South Orlando Avenue, Maitland Florida, 32751. The initial registered agent at that address shall be James E. Moye.

IN WITNESS WHEREOF, the incorporator has affixed its signature this 29th day of September, 2009.

INTERLACHEN GUARANTOR, LLC
Florida Limited Liability Company

By: James E. Moye
James E. Moye, as its Managing Member

WITNESSES:

Rebecca Vieira
Signature

REBECCA VIEIRA
Printed Name

[Signature]
Signature

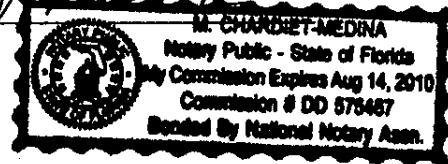
CLAUDIO ALMEIDA
Printed Name

NOTARY

STATE OF FLORIDA
ORANGE COUNTY

The foregoing instrument was acknowledged before me this 29 day of September 2009 by JAMES E. MOYE and he acknowledged that he executed the foregoing instrument for the purposes therein intended. He is personally known to me or has produced sufficient identification.

[Signature]
Notary Public



My commission expires:

NOTICE OF APPOINTMENT OF REGISTERED AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That YE OLDE BRIC CONDOMINIUM ASSOCIATION, INC., desiring to organize as a not for profit corporation under the laws of the State of Florida with its principal office indicated in the Articles of Incorporation in the City of Winter Park, County of Orange, State of Florida, has appointed James E. Moye, 800 South Orlando Avenue, Maitland, Florida, 32751, as its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the above corporation, at the place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of Florida Law relative to being available at said location.


JAMES E. MOYE

Yeo001 articles

FILED
2009 OCT -9 P 4:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA