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DENT & COOK, P.A.

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P. O. BOX 3269 • SARASOTA, FLORIDA 34230

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RICHARD A. MILLER
OF COUNSEL

JOHN C. DENT, JR.
JOHN F. COOK
SHERRI L. JOHNSON
Joe D. Dingess

April 5, 2000

VIA UPS OVERNIGHT DELIVERY

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

Re: CASA DE MAYO CONDOMINIUM ASSOCIATION, INC.
A Corporation Not for Profit
Our File No: C86-4848

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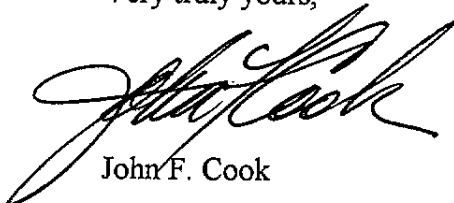
Dear Sir or Madam:

Enclosed please find Articles of Incorporation of Casa de Mayo Condominium Association, Inc., a corporation not for profit, for filing, together with a copy for certifying.

Also, enclosed is this firm's check in the amount of \$87.50, representing the filing fees - \$35.00, certified copy - \$8.75, registered agent designation - \$35.00, and Certificate of Status - \$8.75.

Please forward the Certificates, together with the certified copy of the Articles of Incorporation to the undersigned at your earliest opportunity.

Very truly yours,



John F. Cook

JFC/mc

Enclosures

PH 4/13/00

ARTICLES OF INCORPORATION
OF
CASA DE MAYO CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the Chapter 617 laws of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I
DEFINITIONS

All terms which are defined in the Declaration of Condominium of Casa de Mayo, a Condominium (the "Declaration") are incorporated hereby and shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II
NAME

The name of this corporation shall be CASA DE MAYO CONDOMINIUM ASSOCIATION, INC., (hereinafter referred to as the "Association"), whose present address is 9320 Clubside Circle, #2103, Sarasota, Florida 34238.

ARTICLE III
PURPOSES

The purposes for which this Association is organized are to operate and manage the affairs and property of CASA DE MAYO, a Condominium; operate, administer, manage and maintain the Common Areas and Elements and such other property as is made the responsibility of the Association in accordance with the Declaration; and to conduct any lawful business permitted

under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of the Documents.

ARTICLE IV **POWERS**

The Association shall have all of the common law and statutory powers of a corporation not for profit and all of the powers and duties set forth in Chapter 718, Florida Statutes (the "Condominium Act") and the Declaration, including, but not limited to, the following:

- a) To perform any act required or contemplated by it under the Documents;
- b) To make, establish, amend and enforce reasonable rules and regulations governing the use of CASA DE MAYO or any portion thereof including, without limitation, the Common Areas and Elements;
- c) To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Expenses in the manner provided in the Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;
- d) To maintain, repair, replace, operate and manage those portions of CASA DE MAYO that it is required to maintain, repair, replace, operate and manage in accordance with the Documents;
- e) To enforce the provisions of the Documents;
- f) To construct improvements to CASA DE MAYO in accordance with the Documents;
- g) To employ personnel and to retain independent contractors and professionals; and to enter into service contracts to provide for the maintenance, operation and management of

property; and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements with respect to the installation, maintenance and operation of a surveillance system, or for professional management and to delegate to such contracting parties certain powers and duties of the Association;

- h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupancy of the condominium Units; and
- i) To borrow money and execute evidences of indebtedness and to buy, own, operate and lease real and personal property as may be necessary in the operation of the Condominium.

ARTICLE V **MEMBERS**

All Persons owning a vested present interest in the fee title to any of the condominium Units in CASA DE MAYO, a Condominium, as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be Members with full voting rights. Membership shall pass with title to the Unit as an appurtenance thereto and shall not be transferable in any manner except as an appurtenance to such Unit. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates. In the event a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity in a Voting Certificate shall exercise its membership rights.

After the Association approves a conveyance of a condominium Unit as provided in the Declaration, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of the deed or other instrument of

conveyance.

Prior to the recording of the Declaration in the Public Records of the County, the subscribers hereto shall remain the Members of the Association and shall each be entitled to one vote.

ARTICLE VI **VOTING RIGHTS**

Each condominium Unit shall be entitled to one vote at Association meetings, notwithstanding that the same Owner may own more than one Unit or that Units may be joined together and occupied by one Owner. In the event of ownership of a condominium Unit, the vote to which that Unit other than sole individual ownership is entitled shall be exercised by written agreement of all parties with an ownership interest, in the form of a Voting Certificate.

ARTICLE VII **INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered.

ARTICLE VIII **EXISTENCE**

The Association shall exist perpetually unless dissolved according to law.

ARTICLE IX **REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be at 330 South Orange Avenue, Sarasota, Florida 34236, Florida, and the registered agent at such address shall be JOHN F. COOK.

ARTICLE X
DIRECTORS

The business of the Association shall be conducted by a Board of Directors, which shall consist of not less than three (3) persons, as shall be designated by the Bylaws, and elected at the annual meeting. All directors elected by Owners other than Declarant, must be Members of the Association.

ARTICLE XI
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and street addresses of the Members of the first Board of Directors and officers, all of who shall hold office until their successors are duly elected and qualified, are as follows:

Ronald Chandler
Natalie Duquet
Frances T. Chillon

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association against all expenses shall indemnify all officers and directors and liabilities including attorney's fees (including appellate proceedings) reasonably incurred in connection with any proceeding or Board approved settlement thereof in which they may become involved by reason of holding such office. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such. Notwithstanding anything

contained herein to the contrary, in instances where the officer or director admits or is adjudged guilty of willful malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply.

ARTICLE XIII **RIGHTS OF DEVELOPER**

CASA DE MAYO DEVELOPMENT, INC., the Developer of CASA DE MAYO, a Condominium, (hereinafter referred to as "Declarant"), shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be Unit Owners) until the following shall occur:

- a) When fifteen percent (15%) or more of the Units that will be operated ultimately by the Association (including all phases) are conveyed to Owners other than Declarant, such Unit Owners shall be entitled to elect not less than one (1) Director.
- b) Within three (3) years after fifty percent (50%); or within three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association are conveyed to Owners other than Declarant; or when all the Units that will be operated ultimately by the Association have been completed, some Units have been conveyed to Owners other than Declarant, and none of the remaining Units are being offered for sale by Declarant in the ordinary course of business; or when some of the Units have been conveyed to Owners other than Declarant and none of the others are being constructed or offered for sale by Declarant in the ordinary course of business, such Unit Owners shall be entitled to elect a majority of the Board of Directors.
- c) Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds at least five (5%) percent of the total Units in all phases of

CASA DE MAYO, a Condominium, for sale in the ordinary course of business. During the period Declarant is in control of the Association, the Directors shall exercise all rights, which would otherwise be exercisable by the Members.

Declarant reserves the right to remove any director it has appointed, designated or elected to the Board, and to fill vacancies of any such directors whether caused by such removal or by voluntary resignation. The fact that the Owners have not elected or refuse to elect directors shall not interfere with the right of directors designated by Declarant to resign.

ARTICLE XIV **BY-LAWS**

The By-laws of the Association shall be adopted by the First Board of Directors and may be altered, amended or rescinded in the manner provided by the By-laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-laws, the provisions of these Articles shall control.

ARTICLE XV **SUBSCRIBER**

The name and street address of the subscriber to these Articles of Incorporation is as follows:

CASA DE MAYO DEVELOPMENT, INC.
9320 Clubside Circle, #2103
Sarasota, Florida 34238

ARTICLE XVI **AMENDMENTS**

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by:

a) A simple majority vote of all voting rights of all Members of the Association taken at a special or annual meeting of the Members, which has been duly noticed within the time and in the manner provided in the By-laws for such meetings, said notice having set forth the proposed amendment or a summary of the proposed changes; or

b) A written statement signed by all directors and all Members of the Association.

All rights conferred upon the Members herein are granted subject to this reservation.

Notwithstanding the foregoing, 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. Nor shall there be any amendment to these Articles which shall abridge, amend or alter the rights of: (i) Declarant, including, without limitation, the right to designate and select the Directors as provided in Article XIII hereof and the rights reserved to Declarant in of the Declaration, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

IN WITNESSES WHEREOF, I, the undersigned subscriber to these Article of Incorporation, have hereunto set my hand and seal on this the 5th day of April, 2000.

CASA DE MAYO DEVELOPMENT, INC.

BY: 
RONALD CHANDLER, President

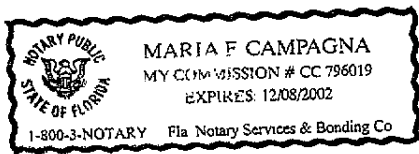
STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 5th day of April, 2000, before me, an officer duly authorized and acting personally appeared RONALD CHANDLER as President of CASA DE

MAYO DEVELOPMENT, INC., a Florida corporation, to me well known and known to be the person described in and who executed the foregoing instrument, and he acknowledged then and there before me that he executed said instrument.

WITNESS my hand and official seal at Sarasota, Florida, in the County and State aforesaid, this the day and year last above written.



Maria F. Campagna
Notary Public

My Commission Expires:

Having been named to accept service of process for the above stated corporation, at the place designated in this certificated, 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.

John F. Cook
JOHN F. COOK, Registered Agent
Dated: April 5, 2000

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TALLAHASSEE, FLORIDA