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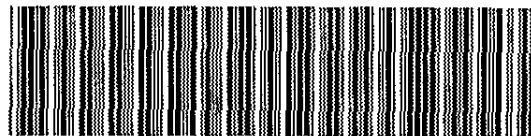
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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

12/16/02

## TRANSMITTAL LETTER

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

**SUBJECT:** AIR & PORT BUSINESS CENTER 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: Esler & Lindie, P.A.  
Name (Printed or typed)  
315 S.E. 7th Street, Suite 300  
Address  
Fort Lauderdale, FL 33301  
City, State & Zip  
(954) 764-5400  
Daytime Telephone number

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

ARTICLES OF INCORPORATION  
FOR  
AIR & PORT BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.

The undersigned Subscribers by these Articles associate themselves for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation.

ARTICLE I  
NAME

The name of the corporation shall be AIR & PORT BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE II  
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of the certain commercial condominium located in Broward County, Florida, and known as AIR & PORT BUSINESS CENTER, a Condominium, (the "Condominium").

ARTICLE III  
DEFINITIONS

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

ARTICLE IV  
POWERS

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

4.01 General. The Association shall have all of the common-law and statutory powers of a corporation not-for-profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration of Condominium, By-Laws, or of the Act.

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

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- (a) To make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade, mortgage, pledge or hypothecate both real and personal property as may be necessary or convenient in the administration of the Condominium.
- (c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium property and other property acquired or leased by the Association for use by Unit Owners.
- (d) To purchase insurance upon the Condominium property, and insurance for the protection of the Association, its officers, directors, and members as Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of Units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-laws, and the rules and regulations for the use of the Condominium property, subject however, to the limitation precluding assessing units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws.
- (h) To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.
- (i) To employ personnel to perform the services required for proper operation of the Condominium.

4.03 Condominium Property. All funds and the titles of 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.

4.04 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

## ARTICLES - 2

4.05 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, the By-Laws, these Articles and the Act.

## ARTICLE V MEMBERS

5.01 Membership. The members of the Association shall consist of all of the record owners of Units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of the termination and their successors and assigns.

5.02 Assignment. The share of a member in the funds and any assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

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

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

## ARTICLE VI TERM OF EXISTENCE

The Association shall have perpetual existence.

## ARTICLE VII SUBSCRIBERS

The name and address of the Subscriber to these Article is as follows:

NAME:	Ciro Nessuno
ADDRESS:	P.O. Box 21490 Fort Lauderdale, FL 33335

## ARTICLE VIII OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of

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

President	Ciro Nessuno
Vice-President	Christine Nessuno
Treasurer & Secretary	Ciro Nessuno

#### ARTICLE IX DIRECTORS

9.01 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of directors determined by the By-Laws, but which shall consist of not less than three (3) directors. Except for directors appointed by the Developer, at least a majority of the Directors must be members of the Association.

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

9.03 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.04 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors who shall hold office for the periods described in the By-Laws.

9.05 First Directors. The names and address of the members of the first Board of Directors who shall hold office until their successors are elected, and have qualified and accepted the position are as follows:

<u>Name</u>	<u>Address</u>
Ciro Nessuno	P.O. Box 21490 Fort Lauderdale, FL 33335
Christine Nessuno	P.O. Box 21490 Fort Lauderdale, FL 33335
Theresa Davenport	P.O. Box 21490 Fort Lauderdale, FL 33335

The Directors named above shall serve until replaced at the first election of Directors, as determined by the By-Laws, and any vacancies in these numbers occurring before the first election of Directors shall be filled by the remaining Directors.

## ARTICLE X INDEMNIFICATION

10.01 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.02 Expenses. To the extent that a director officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.01 above or in defense of any claim, issue or matter herein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.03 Approval. Any indemnification under Section 10.01 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.01 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of director; who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.

10.04 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

10.05 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Laws, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

10.06 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association.

10.07 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons, whose interest would be adversely affected by such amendment.

## ARTICLE XI BY-LAWS

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

## ARTICLE XII AMENDMENTS

Amendments to these Articles may be considered at any regular or special meeting of the members and may be adopted in the following manner.

12.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and said notice shall be made as required by the By-Laws.

12.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board or by a majority of the voting members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approvals must be approved by sixty-seven (67%) percent of the voting members of the Association.

12.3 Anything herein to the contrary notwithstanding, no amendment shall make any changes in the qualification for membership or in the voting rights or property rights of members, or any changes in Sections 4.2, 4.3 and 4.4 of Article IV, entitled "Powers," without approval in writing by all members and the joinder of all record owners of the mortgages upon units. No amendment shall be made that is in conflict with the Act or Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or position in favor of or reserved by Developer, or any Institutional Lender, or an affiliate of Developer, unless Developer, such Institutional Lender or affiliate shall join in the execution of the amendment.

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




ARTICLE XIII  
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) percent of the voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication shall be refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV  
INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF REGISTERED AGENT

The initial principal office of this Corporation shall be at 3301 South Andrews Avenue, Fort Lauderdale, Florida 33316, with the privileges of having its office and branch offices at other places within or without the State of Florida. The initial Registered Agent and his address shall be Ciro Nessuno, 3301 South Andrews Avenue, Fort Lauderdale, Florida 33316.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures, this 12<sup>th</sup> day of December, 2002.

  
Ciro Nessuno

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day December, 2002, by Ciro Nessuno, who is personally known to me or provided \_\_\_\_\_ as identification.

My Commission Expires:



Theresa Davenport  
MY COMMISSION # DD107373 EXPIRES  
April 8, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.



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

Dated this day 12<sup>TH</sup> day of December, 2002.

  
Ciro Nessuno

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ARTICLES - 8