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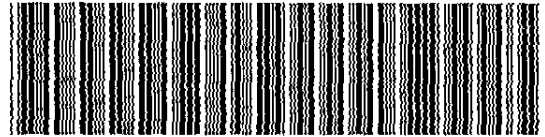
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ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, Fl 32308

City/St/Zip

850-222-2785

Phone #

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1- SANCTUARY LOFTS CONDOMINIUM ASSOCIATION, INC,
- 2-
- 3-
- 4-

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NEW FILINGS

☐	Profit
☒	Non-Profit
☐	Limited Liability
☐	Domestication
☐	Other

AMENDMENTS

☐	Amendment
☐	Resignation of R.A., Officer/Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☐	Merger

OTHER FILINGS

☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

REGISTRATION/QUALIFICATION

☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

Examiner's Initials

ARTICLES OF INCORPORATION
OF
SANCTUARY LOFTS CONDOMINIUM ASSOCIATION, INC.

A Florida Corporation Not-for-Profit

ARTICLES OF INCORPORATION
OF
SANCTUARY LOFTS CONDOMINIUM ASSOCIATION, INC.

A Florida Corporation Not-for-Profit

The undersigned incorporator files these Articles of Incorporation with the Florida Department of State to form a corporation not for profit under the Florida Not For Profit Corporation Act, currently Ch. 617, Florida Statutes. This corporation also will be a Condominium Association under the Florida Condominium Act, currently Ch. 718, Florida Statutes.

Article I: Name

The name of this corporation is:

SANCTUARY LOFTS CONDOMINIUM ASSOCIATION, INC.

Article II: Addresses & Registered Agent

This corporation's initial principal place of business and mailing address is:

c/o Russell Versaggi
403 East Davis Blvd.
Tampa, Florida 33606

This corporation's initial Registered Agent at such address is:

RUSSELL VERSAGGI

The foregoing addresses and Registered Agent may be changed by Board Action.

Article III: Incorporator

The name and address of the sole incorporator is:

JOE CASTELLO
2780 East Fowler Ave. #203
Tampa, Florida 33612-6297

Such person has no continuing authority to act on behalf of this Corporation, once its incorporation and organization are complete.

Article IV: Purpose

This corporation is organized to act as the governing "Association," as provided in the Florida Condominium Act, for THE SANCTUARY LOFTS, A Condominium, situated in Hillsborough County, Florida. Such condominium has been or will be created, as the case may be, by the Owner's recording "The Declaration Of Condominium The Sanctuary Lofts Condominium" in the Public Re-

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cords of Hillsborough County, Florida. Such document, as it from time to time is in force and effect, is called the "**Declaration**" in the these Articles.

Express reference is made to the Declaration for the meanings of certain terms used in these Articles, as well as the interpretation of these Articles. Specifically, the following are some of the terms defined in the Declaration and are repeated here for convenient reference:

Act The Florida Condominium Act, currently Ch. 718, Florida Statutes (2003), as it from time to time is in force and effect, together with its implementing regulations and authoritative statements issued thereunder; *provided, however*, that any subsequent changes to the Act that are inconsistent with the provisions of the Condominium Documents shall not impair any right, power, privilege, or immunity then vested under the Condominium Documents.

Apartment Units The 32 residential Units designated on the Condominium Plat as Unit Nos. 101 th. 114, both inclusive, 201 th. 210, both inclusive, and 301 th. 308 both inclusive, LESS AND EXCEPT any vertical supporting columns that may extend through any unit.

Association Rule(s) This corporation's valid rules and regulations, as from time to time properly enacted by Board Action or Ordinary Action. Association Rules enacted by Board Action may be rescinded, modified, or otherwise changed by either Board Action or Ordinary Action; but Association Rules enacted by Ordinary Action may be rescinded, modified, or otherwise changed only by a subsequent Ordinary Action. All Association Rules must be uniform and non-discriminatory in their application and not inconsistent with the Act or the Condominium Documents, or both.

Board This corporation's Board of Directors, as from time to time properly constituted.

Board Action Either: (1) the affirmative vote of a majority of those incumbent directors present in person and voting, in person or by ballot, at a meeting of the Board, duly called and convened; or (2) a written action signed by all incumbent members of the Board.

Board Approval Consent, authorization, or other approval by affirmative Board Action evidenced or confirmed in writing.

By-Laws This corporation's By-Laws, as they from time to time are in force and effect. Any provisions of the By-Laws that the Act requires to be in these Articles to be effective are here incor-

	porated by reference as a part of these Articles, and vice versa, except that such incorporated provisions may be amended by the procedure for amending the amending the By-Laws.
Condominium	The Condominium created by the Declaration and known as "THE SANCTUARY LOFTS, A Condominium."
Condominium Documents	These Articles, the Declaration, the Condominium Plat, and the By-Laws, individually and collectively.
Condominium Plat	The plat of the Condominium Property recorded or to be recorded in the Public Records of Hillsborough County, Florida. A reduced copy of the Condominium Plat may be attached to this Declaration for convenient reference, if legibility permits.
Condominium Property	The land, improvements, and appurtenant rights submitted to condominium ownership by the Declaration and legally described as follows: All of Lots 7 and 8, Block 2, of OAKDALE SUBDIVISION, according to the map or plat thereof recorded in Plat 1, Page 30, Public Records Of Hillsborough County, Florida; AND All of Lots 1, 2, 3 and 4, OAKDALE SUBDIVISION, according to the map or plat thereof recorded at Plat Book 1, Page 45, Public Records of Hillsborough County, Florida; TOGETHER WITH all improvements, fixtures, and equipment situated thereon, or attached or affixed thereto, or incorporated therein, as the case may be, AND the benefit of any easements and other appurtenant rights, including any reversionary rights in or to any adjoining streets, rights of way, or easement areas and any existing utility or other service easements, licenses, franchises, or service contracts.
Extraordinary Action	Either the affirmative vote, in person or by proxy or ballot, at a meeting duly called and convened, with the required quorum present in person or by proxy, or a signed written action, in either case by the Unit Owners collectively holding at least a 75% undivided interest in the Common Elements.
Ordinary Action	Either (1) the affirmative vote of a majority of those Unit Owners present in person or by proxy and voting, in person or by proxy or by ballot, at a meeting duly called and convened, with the required quorum present, or (2) a written ac-

tion signed by the Unit Owners collectively holding at least a 51% undivided interest in the Common Elements.

Owner	TYER TEMPLE LOFTS, L.L.C., a Florida limited liability company, its successors and assigns in or to the Condominium Property as a whole.
Restore	To maintain, service, repair, or replace, as the case may be, tangible property in or to, as nearly as practical and economically feasible under the circumstances, as nearly identical and clean a condition, value, utility, color, size, quality, and design as existed upon completion of the Work, subject to ordinary wear, tear, and depreciation from reasonable use for an item's intended purposes that does materially impair the functionality, safety, useful life, or appearance of that item.
Restoration	The same meaning as Restore, used as a noun.
Sanctuary Unit	The part of the Condominium Property designated as such on the Condominium Plat. Such term includes any subdivisions or consolidations of the Sanctuary Unit that may be made as provided in this Declaration.
Unit	The part of the Condominium Property that is subject to exclusive ownership. The Units in this Condominium are the Apartment Units and the Sanctuary Unit, individually and collectively. All Units are created in only the improvements that are part of the Condominium Property, as no Land is included within any Unit, except the airspace enclosed by the Units.
Unit Owner	The person(s) who from time to time hold legal title to a Unit, as determined by the Public Records of Hillsborough County, Florida. Unless this corporation is notified otherwise, the Unit Owner is (1) the person to whom the Unit was assessed on the most recent Hillsborough County real estate property tax roll, or (2) the grantee(s) in a more recently recorded deed or other muniment of title presented to this corporation.
Work	The physical Condominium Property as initially developed, constructed, and otherwise improved by the Owner.

This corporation's purpose may not be enlarged or otherwise extended except by Extraordinary Action.

Article V: Powers

Granted. This corporation has all of the rights, powers, privileges, immunities, and functions of a not for profit corporation under the Florida Not For Profit Corporation Act and of a governing "Association" under the Florida Condominium Act. This corporation also has all rights, powers, privileges, immunities, and functions conferred by the Declaration, if and so long as they are not inconsistent with the Florida Not For Profit Corporation Act.

Limitations. Such rights, powers, privileges, immunities, and functions nevertheless are limited to the condominium established by the Declaration, and their exercise in particular instances may be limited by the Declaration. Specifically, the affected Unit Owner's joinder or consent is required for any action that would do any of the following:

- (a) Change the boundaries of the Unit or the Unit's undivided share of the Common Elements, Common Surplus, and Common Expenses.
- (b) Prohibit any of the uses of the Unit allowed by the Declaration.
- (c) Alter the Restoration responsibilities established by the Declaration in any material fashion.
- (d) Impair the Unit Owner's voting rights in this corporation, except as provided in the Condominium Documents.
- (e) Impair the Unit Owner's rights with respect to the Condominium's parking areas, as established by the Declaration.
- (f) Deprive the Unit of practical access or utility or other essential services for its intended uses.

Delegation. Among other things, this corporation is empowered to engage a licensed Community Association Manager or other qualified contractor to manage (1) any of the Condominium Property, or (2) any of its business or affairs, or (3) any combination of the foregoing.

Article VI: Membership

Qualification. Only Unit Owners may be members of this corporation. The initial member is the Owner. Membership is appurtenant to, and passes with, ownership of the legal title to a Unit. A membership may not be assigned or otherwise transferred except incident to a transfer of title to the Unit to which it is appurtenant. Each such transfer automatically transfers the membership appurtenant to that Unit, with no further documentation required. If title to a Unit is held by more than one person, each such person is a member for all purposes, except voting.

Voting. Each Unit is entitled to one vote. If title to a Unit is held by more than one person, the vote for that Unit is exercised as the co-owners may determine among themselves, but only one vote may be cast for that Unit. In such case, and in the case of a Unit where the Unit Owner is not a natural person, the Unit Owner(s) (jointly, if more than one) must designate to this corporation in writ-

ing one or more natural persons entitled to cast the vote for that Unit. Any such designation continues until revoked by written notice to this corporation and may be revoked by any Unit Owner severally. Any vote may be exercised in person or by proxy or ballot, but not by power of attorney.

Specific Exceptions. Notwithstanding the foregoing, the vote for any Unit (1) owned by husband and wife may be cast by either spouse, absent contrary written instructions from one spouse, or (2) owned by trustee(s) may be cast by any trustee named in the recorded deed or other muniment of title, absent contrary written instructions from any such trustee.

Suspension. No membership rights, powers, privileges, or immunities except voting are subject to suspension, revocation, or other impairment. The foregoing does not, however, prohibit reasonable, uniform fines for violations of an Association Rule or the Condominium Documents. "Uniform" in this context does not mean that all fines have to be in the same amount, only that fines for a specific violation be in the same amount and assessed in a non-discriminatory fashion. Any fines are levied only by Board Action but may be forgiven by either Board Action or Ordinary Action.

Voting Suspension. This corporation may suspend the vote for any Unit during any period in which either (1) no effective written designation of a voting representative has been provided this corporation, as may be required by this Article, or (2) payment of any assessment against that Unit is more than 60 days delinquent. If this corporation intends to suspend voting because of any assessment delinquency, it must allow the Unit Owner to cure the delinquency by full payment at the start of the applicable meeting, before any vote is taken.

Quorum. Unless the By-Laws provide otherwise, the quorum for any Ordinary Action is the Unit Owners of one-third of the Units by count present in person or by proxy. The quorum for any Extraordinary Action is the presence, in person or by proxy, of Unit Owners collectively holding at least a 75% undivided interest in the Common Elements. The vote(s) for any Unit(s) that are suspended are disregarded for all purposes and are not included in either the total votes outstanding for determining a quorum or the total votes present for determining any voting requirement.

Notice. Notice of any meeting at which any Ordinary Action may be taken must be given at least fifteen days in advance and must include an agenda for the meeting. Notice of any meeting at which any Extraordinary Action may be taken must be given at least 30 days in advance and must state with particularity the exact nature of the proposed action.

Formalities. Notice of any meeting may be waived by a signed writing at any time before, during, or after that meeting, as may any procedural defects in the call and conduct of the meeting. Notice of a meeting is effective for any adjournment of that meeting to a time, date, and place certain that are announced at the meeting at which the adjournment is taken.

Classification. There are no classes of membership. The Owner, or any other person who may become a "Developer," as such term is defined in the Florida Condominium Act, may be entitled to certain prerogatives, as provided in such Act. The Declaration also retains the following prerogatives to the Owner for a determinable period of time, which the Owner may (without any duty to do so) transfer to a Developer:

- (a) To amend any of the Condominium Documents as may be necessary, convenient, desirable, or expedient to correct any typographical or other immaterial errors, or to conform them to any existing or future requirements of the Act, without the joinder of any other Unit Owner or the Association, except as provided below for amendments requiring Unit Owner joinder.
- (b) To appoint the Association's Board members until Unit Owners other than a Developer are entitled to elect one or more directors, as provided in the Act at the time.
- (c) To pay the Association's common expenses in lieu of assessments against Units owned by a Developer, as may be provided in the Act at the time, until such time as a simple majority of the Units by count have been sold in parcels to Unit Owners other than a Developer.
- (d) To veto any architectural control decisions by the Board that, in the Owner's or Developer's sole and exclusive discretion, as the case may be, do not conform to the Work or the spirit of the Work.
- (e) To veto any amendments to the Condominium Documents not required to conform them to any applicable requirements of the Act at the time.
- (f) To veto any Association Rule that adversely affects any Unit owned by a Developer for sale in the ordinary course of business.
- (g) To transact any business on or about the Condominium Property that is necessary, convenient, desirable, or expedient to sell or lease the Units in parcels, including maintaining models, a sales office and personnel, and signs.
- (h) To waive the establishment of replacement reserves until such time as a simple majority of the Units by count have been sold in parcels to Unit Owners other than a Developer.
- (i) To do anything that is necessary, convenient, desirable, or expedient to complete the Work.

- (j) To make any alterations to the Condominium Property that may be required to conform any of the Condominium Property to any legal or insurance requirement.

Determination. As more particularly provided in the Declaration, this corporation may rely upon the most recent Hillsborough County Tax Roll or subsequent recorded muniment of title to determine the Unit Owner(s) of a Unit.

Article VII: Duration

This corporation exists perpetually. It may be voluntarily dissolved only incident to a termination of the Condominium. By Extraordinary Action, this corporation may be merged, consolidated, or otherwise reorganized with another not for profit entity that has the power to act as the association for the Condominium.

Article VIII: Board

Number. Unless reserved to the members by the Condominium Documents, the Florida Condominium Act, or the Florida Not For Profit Corporation Act, this Corporation's affairs and business are managed and conducted the Board, which initially consists of three directors. The number of directors may be changed by amending the By-Laws, if and so long as it all times is an odd number of at least three.

Manner Of Election. Unless there are Unit Owners other than the Owner entitled to elect one or more directors, all directors are appointed by, and serve at the pleasure of, the Owner. Thereafter, and unless provided otherwise by amending the By-Laws, all directors serve a term of one year, beginning at the close of the membership meeting at which they are elected and continuing until their respective successors are elected and qualify, unless any of them sooner dies, resigns, or is removed, incapacitated, or otherwise unable to serve.

Election. All elected directors are elected by Ordinary Action. Cumulative voting is prohibited. Any elected director, or the entire Board, may be removed at any time by Ordinary Action, with or without cause, as no director has any vested right, power, privilege, or immunity in the office of director, or any of its emoluments. Any vacancies occurring on the Board are filled by the remaining directors, even if only one.

Qualifications. A director need not be a Unit Owner, but each director must be an adult and not have been convicted of a felony, unless the fact of such conviction is disclosed to the membership at or before the meeting at which such director stands for election.

Classification. From and after such time as neither the Owner nor any Developer exercises voting control of this corporation, the By-Laws may classify the directors by term of office, if and so long as the maximum term of office is three years or less.

Action. A simple majority of the acting directors present in person at a meeting duly called and convened is a quorum for all purposes, even if only one.

Any director(s) may be present at a meeting for all purposes by any electronic means of communication that allows all persons participating in the meeting to deliberate in a substantially simultaneous fashion. No director may act by a proxy or power of attorney. Any Board Action is taken by a simple majority of the directors present and voting, even if only one, or by a written action as provided in the definition of "Board Action."

Meetings. An annual meeting of the Board shall be held promptly following the annual meeting of the members. From and after such time as the Owner no longer is the sole member, regular meetings of the Board shall be held at least quarterly, at such time and place as the Board determines. Special meetings of the Board may be called by the President, Secretary, or a majority of the of the directors upon not less than five working days advance written notice. The place of meeting shall be on the Condominium Property, if practical, or as close to the Condominium Property as is reasonably practical and economically feasible.

Interest. Any officer or director individually, or any entity in which any officer or director may be a member, partner, stockholder, officer, director, employee, or agent, may be a party to, or otherwise may have pecuniary or other interest in, any contract or other transaction with this Corporation, if and so long as the interest is disclosed or otherwise is known to the Board before making such contract or other transaction. No contract or other transaction between this corporation and any other such person, and no act of this corporation, is invalidated or otherwise affected by any such disclosed or known interest. Any director of this corporation who is so interested is counted in determining the existence of a quorum at any meeting of the Board, which shall authorize any such contract or transaction with the same force and effect as if such person were not so interested.

Compensation. The compensation, if any, for the Board is determined by Ordinary Action, as is any reimbursement for any expenses advanced or incurred on behalf of this corporation. No legal protection otherwise available to a director is impaired merely because that director may serve without compensation.

By-Laws. This corporation's Bylaws initially are adopted by the Board and thereafter may be amended, altered, modified, or rescinded by the Ordinary Action of the members.

Committees. The members of any committees that this corporation may have are appointed by Board Action, report to the Board, and serve at the pleasure of the Board. Any committee may be created or abolished by Board Action or by Ordinary Action, except that any committee created by Ordinary Action can be abolished only by a subsequent Ordinary Action.

Article IX: Officers

Offices. If and so long as the Owner is the sole member of this Corporation, the only required office is a President, who shall exercise all executive functions of this Corporation. Thereafter, this Corporation also shall have a Secre-

tary, Treasurer, and any other officers that the Board may determine. All officers serve at the pleasure of the Board and may be removed at any time, with or without cause, by Board Action, as no officer has any vested right, power, privilege, or immunity in any office, or any of its emoluments.

Qualifications. The qualifications for each office are the same as those for a director, with any needed changes in detail. In addition, and from and after the time the Owner is no longer the sole member, any officer who is a signatory on any financial account must be insured or bonded against defalcation in an amount not less than this corporation's budgeted gross annual receipts.

President. The President serves as this corporation's chief executive officer and exercises all executive authority not vested in any other office.

Treasurer. The Treasurer supervises this corporation's finances, including the preparation of its annual budget, the collection and investment of its assessments, the payment of its obligations, and the maintenance of its books of account and other financial records. The Treasurer, with Board approval, may delegate any of the Treasurer's responsibilities to a licensed association manager or other qualified contractor.

Secretary. The Secretary is the official custodian for this corporation's books and records, except those maintained by the Treasurer. The Secretary is responsible for the minutes of all official proceedings of this corporation's members, Board, and any committees. The Secretary, with Board approval, may delegate any of the Secretary's responsibilities to a licensed association manager or other qualified contractor.

Compensation. The compensation, if any, for any officer or committee member is determined by the Board, as is any reimbursement for expenses advanced or incurred in good faith on behalf of this corporation. No legal protection otherwise available to an officer or committee member is impaired merely because that person may serve without compensation.

Article X: Amendment

These Articles may be amended only by Extraordinary Action. Any such amendment is subject to the limitations in Article V, above, and must not be inconsistent with the Declaration. Notwithstanding the foregoing, any provisions of the By-Laws incorporated by reference into these Articles to validate them under the Act may be amended by amending the By-Laws.

Article XI: General

Non-Liability. No officer, director, member, or committee member is personally liable for any debt or other obligation of this corporation, except to the extent of a Unit Owner's liability for this corporation's proper assessments against that Unit Owner's Unit.

Non-Profit. This corporation may not be operated for profit. No dividend may be paid, and no part of this corporation's receipts or assets otherwise may

the By-Laws incorporated by reference into these Articles to validate them under the Act may be amended by amending the By-Laws.

Article XII: General

Non-Liability. No officer, director, member, or committee member is personally liable for any debt or other obligation of this corporation, except to the extent of a Unit Owner's liability for this corporation's proper assessments against that Unit Owner's Unit.

Non-Profit. This corporation may not be operated for profit. No dividend may be paid, and no part of this corporation's receipts or assets otherwise may be distributed, to its members, directors or officers, except (1) as reasonable, good faith compensation for services actually rendered or reimbursement of proper expenses actually advanced or incurred, or (2) to confer benefits upon its members in conformity with its purpose, or (3) upon dissolution and final liquidation, to distribute any remaining Common Surplus to its members

Indemnification. Every director, officer, or committee member of this corporation shall be indemnified by this corporation against any damages, expenses, losses, liabilities, costs, or expenses sustained or incurred by reason of his being, or having been, a director, officer, or committee member, as the case may be. Such indemnity shall not apply if the individual is determined to be guilty of willful misfeasance, nonfeasance, or malfeasance in the performance of that individual's duties as a director, officer, or committee member, as the case may be.

Extent. The foregoing indemnity includes the rights to defense and indemnification and applies regardless of whether that individual (1) still is a director, officer, or committee member at the time any such liabilities are incurred or liquidated, or (2) was or was not compensated by this corporation.

To WITNESS the foregoing, the incorporator and the registered agent named above in these articles have signed them for filing with the Florida Department of State.


JOE CASTELLO, Incorporator

October 27, 2003

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.


RUSSELL VERSAGGI

October 27, 2003