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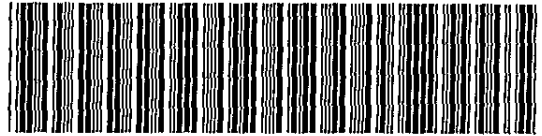
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TS 10/29/03

Seaboard Oaks Condominium Association, Inc.

4744 Spinnaker Drive
Bradenton, FL 34208
941.741.9576
941.747.6442 Facsimile

October 17, 2003

Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

SUBJ: New Corporation Filing

To Whom It May Concern:

Enclosed please find the following documents:

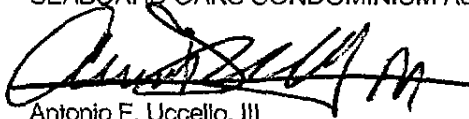
- 1) Transmittal letter
- 2) Articles of Incorporation for Seaboard Oaks Condominium Association, Inc. (2 Copies)

Kindly ensure that these articles are filed in a timely and that we are sent the certified copy.

Should you have any questions or concerns, please feel free to contact me at the number listed above.

Sincerely,

SEABOARD OAKS CONDOMINIUM ASSOCIATION, INC.



Antonio F. Uccello, III
President

ARTICLES OF INCORPORATION
OF
SEABOARD OAKS CONDOMINIUM ASSOCIATION, INC.
A Corporation Not for Profit

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the provisions of Chapter 617, Florida Statutes, Incorporator, hereby adopts, subscribes and acknowledges the following Articles of Incorporation for the purposes set forth below. Capitalized terms used in these Articles shall, unless otherwise expressly defined herein, have the meanings given to them in the Declaration (hereinafter defined).

ARTICLE 1
NAME

The name of this corporation is Seaboard Oaks Condominium Association, Inc. (the "Association").

ARTICLE 2
ADDRESS OF PRINCIPAL OFFICE & MAILING ADDRESS

The Association's initial principal office is located at 4744 Spinnaker Drive, Bradenton, FL 34208, and the Association's initial mailing address is 4744 Spinnaker Drive, Bradenton, FL 34208.

ARTICLE 3
PURPOSES AND POWERS

3.1 Purpose. The purpose for which the Association is formed is to provide an entity pursuant to the Condominium Act for the operation of Seaboard Oaks, a condominium (the "Condominium") as a governing association and the managing entity within the meaning of Chapter 718, Florida Statutes (the "Condominium Act") in accordance with the Declaration of Condominium thereof, duly recorded or to be recorded in the Public Records of Sarasota County, Florida, as it may lawfully be amended and/or supplemented from time to time (the "Declaration"), and its exhibits thereto, as they may be lawfully amended and/or supplemented from time to time (collectively the "Condominium Documents").

3.2 Association Powers and Duties. The Association shall have all of the common law and statutory powers of a corporation not for profit, including all the powers and duties reasonably necessary or convenient to operate the Condominium and act as its managing entity pursuant to the Condominium Documents except as expressly limited or modified by these Articles, the Condominium Documents or the Condominium Act, as they may hereafter be amended, including but not limited to the following specific powers and duties:

- (a) To levy, collect and enforce Assessments against Members of the Association to defray the cost, expenses and losses of the Condominium, and to use the proceeds of Assessments in exercising the Association's powers and performing its duties.

- (b) To protect, maintain, repair, replace and operate the Condominium Property.
- (c) To purchase insurance upon the Condominium Property for the protection of the Association and its Members.
- (d) To enforce by legal means the provisions of the Condominium Act, the Condominium Documents, and any Rules and Regulations promulgated by the Association.
- (e) To grant, relocate or modify such easements with respect to the Common Elements or otherwise as may be not inconsistent with the Condominium Documents, upon approval of the Board.
- (f) To enter contracts for the management or maintenance of the Condominium Property, and any other property of the Association, and to delegate any powers and duties of the Association in connection therewith, except such powers or duties as may be expressly required by the Condominium Documents or by applicable law to be exercised by the Board or the Members.
- (g) To employ personnel, including accountants, architects, attorneys, appraisers, surveyors, engineers and other professional personnel, to furnish services required for the operation of the Condominium.
- (h) To borrow money if reasonably necessary to carry out the other powers and duties of the Association.
- (i) To adopt, amend and enforce reasonable rules and regulations governing the use of the Condominium and the operation of the Association.
- (j) To enter into agreements, or acquire leaseholds, memberships and other possessory, ownership or use interests in lands or facilities, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners of the Units.
- (k) To reconstruct improvements after casualty and to further improve the Condominium Property.
- (l) To sue and be sued.
- (m) To acquire, own, hold, improve, maintain, repair, replace, convey, sell, lease, transfer and otherwise dispose of property of any kind or nature.
- (n) To operate, maintain and manage the Surface Water Management System as required by any applicable environmental resource permit issued with respect thereto by the Southwest Florida Water Management District ("SWFWMD"), as provided in the Declaration.

- (o) To exercise such other power and authority to do and perform every act or thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein, and as permitted by the applicable laws of the state of Florida and consistent with the Condominium Documents.

ARTICLE 4 **NO DISTRIBUTIONS**

The Association is organized and shall exist on a non-stock basis, does not contemplate pecuniary gain or profit to the Members thereof and is organized and shall exist solely for nonprofit purposes. No dividends shall be paid, and in no event shall the net earnings, income or assets of the Association be distributed to, or inure to the benefit of, its Members, Directors or Officers.

ARTICLE 5 **TERM**

The period of duration of the Association is perpetual.

ARTICLE 6 **MEMBERSHIP**

6.1 Members. The Members of the Association are all Owners of record legal title to one or more Units in the Condominium, as more fully set out in the Condominium Documents.

6.2 Membership Privileges. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to the Unit. Each Member shall have such rights and privileges, and be subject to such duties, obligations and restrictions, including restrictions governing the transfer of his membership, as are set forth in the Condominium Documents. Each Member shall have such Voting Interests as may be provided in the Condominium Documents.

ARTICLE 7 **BOARD OF DIRECTORS**

7.1 Number and Qualifications of Directors. The affairs of the Association shall be administered by a Board of Directors comprised of at least three (3) but no more than seven (7) persons, with the exact number to be determined as provided in the Bylaws; provided, however, that the Board shall at all times be comprised of an odd number of Directors. Provisions regarding the qualification, election, term, removal and resignation of Directors shall be set forth in the Association's Bylaws.

7.2 Initial Directors. The initial Board of Directors shall consist of the following members and shall serve until such time as Developer appoints replacement Directors or until their successors have been qualified and duly elected by the members of the Association in the manner provided in the Bylaws:

Antonio F. Uccello, III

4744 Spinnaker Drive
Bradenton, FL 34209

Abraham Uccello

637 Mecca Drive
Sarasota, FL 34234

Phillip C. Asher

2100 19th Street
Sarasota, FL 34234

ARTICLE 8 **OFFICERS**

The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such additional Officers as the Board of Directors may deem necessary or appropriate from time to time. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each newly constituted Board and shall serve at the pleasure of the Board.

ARTICLE 9 **BYLAWS**

The Bylaws of the Association are recorded as an attachment to the Declaration and may be altered, amended or repealed in the manner provided therein.

ARTICLE 10 **INDEMNIFICATION**

To the extent permitted by law, the Association shall indemnify and hold harmless every Director, Officer, Committee member and agent of the Association (collectively "Indemnified Party") against all expenses and liabilities, including attorneys fees, actually and reasonably incurred or imposed in connection with any legal proceeding, or settlement or appeal of such proceeding to which the Indemnified Party may be made a party because of being or having been, a Director, Officer, Committee Member or agent of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of such Indemnified Party were material to the cause adjudicated and involved one or more of the following:

- (a) willful misconduct or a conscious disregard for the best interests of the Association; or,
- (b) a violation of criminal law, unless the Indemnified Party had no reasonable cause to believe the action was unlawful; or,
- (c) wrongful conduct by an Indemnified Party who was appointed by the Developer in a proceeding brought by or on behalf to the Association; or,
- (d) an act or omission which was committed in bad faith or with malicious purpose, or any manner exhibiting wanton or willful disregard for human

rights, safety or property, in an action by or in the right of someone other than the Association or a Member.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement as being in the best interests of the Association. The foregoing right to indemnification shall be in addition to, and not exclusive of, all the rights to which a Director or Officer may be entitled.

ARTICLE 11

AMENDMENTS

Amendments to these Articles may be adopted as follows:

11.1 Developer Amendments. During the time that the Developer has the right to amend the Declaration, the Developer may amend these Articles in any manner that is not prohibited by law without the approval of the Unit Owners.

11.2 Member Amendments. Amendments to the Articles may be proposed by a majority of the Board, or upon written petition to the Board signed by Owners of not fewer than twenty-five (25%) of the Units. Any amendment to these Articles so proposed by the Board or Members shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. Except as otherwise provided by law, a proposed amendment to these Articles shall be adopted if approved by a majority of the total Voting Interests, or if approved in writing by a majority of the Voting Interests without a meeting, provided that notice of any proposed amendment has been given to the Members and that the notice contains the text of the proposed amendment.

11.3 Recording Amendments. An amendment which is duly adopted pursuant to this Article shall be effective upon the filing with the Florida Department of State and subsequently recording a certified copy thereof in the Public Records of Sarasota County, Florida.

ARTICLE 12

INCORPORATOR

The name and address of the Incorporator is:

Antonio F. Uccello, III
Hawkeye Real Estate, LLC
4744 Spinnaker Drive
Bradenton, FL 34209

ARTICLE 13

INITIAL REGISTERED OFFICE AND AGENT

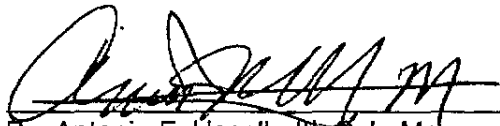
The address of the initial registered office of the Association shall be: Antonio F. Uccello, III, Hawkeye Real Estate, LLC, 4744 Spinnaker Drive, Bradenton, FL 34209.

ARTICLE 14
DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, all property interests of the Association with respect to the Surface Water Management System, as well as responsibility for the operation and maintenance of the Surface Water Management System, shall be conveyed and transferred to an appropriate agency of local government, and that if not accepted, then all such property interests of the Association in the Surface Water Management System shall be dedicated to a similar non-profit corporation.

[SIGNATURE PAGE TO FOLLOW]

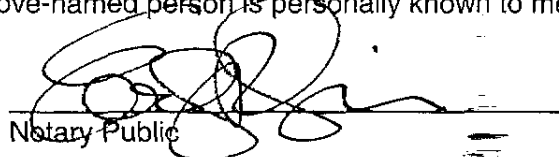
IN WITNESS WHEREOF, the Incorporator does hereby cause these Articles of Incorporation to be signed this 17th day of October, 2003.


By: Antonio F. Uccello III, Sole Manager

Hawkeye Real Estate, LLC

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 17th day of October, 2003, by Antonio F. Uccello III, as Sole Manager of Hawkeye Real Estate, LLC, who is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.


Notary Public

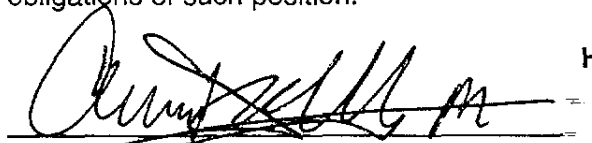


EVELYN P. SILVA
MY COMMISSION # DD 138612
EXPIRES: August 30, 2006
Bonded Thru Budget Notary Services

Evelyn P. Silva
Notary Public Printed Name
State of Florida
My commission expires: #138612
8/30/06

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

Hawkeye Real Estate, LLC, a limited liability company, having been designated as the registered agent for Seaboard Coast Line Condominium Association, Inc., hereby agrees to act in such capacity and acknowledges that it is familiar with, and accepts, the obligations of such position.


By: Antonio F. Uccello III, Sole Manager

Hawkeye Real Estate, LLC

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TALLAHASSEE, FLORIDA