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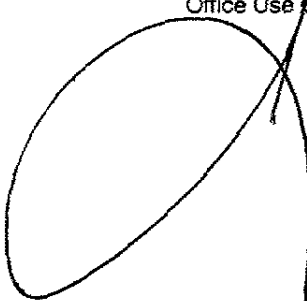
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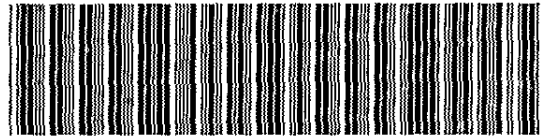
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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STATE
OFFICE OF
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TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Sea Breeze of Indian Rocks
Beach, Inc.

Signature

Requested by:

Name SS Date 4/27/04 Time 10:00

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**ARTICLES OF INCORPORATION
OF
SEA BREEZE OF INDIAN ROCKS BEACH, INC.
(A corporation not for profit)**

FILED
2004 APR 27 A
SECRETARY OF STATE
TALLAHASSEE, FL 32399

We, the undersigned, being desirous of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, do hereby agree to the following Articles of Incorporation:

ARTICLE I

Name

The name of this corporation is SEA BREEZE OF INDIAN ROCKS BEACH, INC. ("Association"). The initial address and mailing address of the principal office of the Association is 1022 Main St. Suite D, Dunedin, FL 34698. Thereafter, the address and mailing address will be as set by the Board of Directors.

ARTICLE II

Purposes

The purposes and objects of the Association will be to administer the operation and management of Sea Breeze of Indian Rocks Beach Condominium ("Condominium"), established pursuant to Chapter 718, Florida Statutes ("Condominium Act"), located in Pinellas County, Florida and described in the Declaration of Condominium of Sea Breeze of Indian Rocks Beach Condominium ("Declaration"); and to undertake and perform all acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained herein and in the Declaration; and to own, operate, lease, sell, manage and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Condominium. The terms and conditions of the Declaration and bylaws of this Association as may be hereinafter adopted ("Bylaws") are hereby incorporated into these Articles of Incorporation by reference hereto. The Association will be

conducted as a nonprofit organization for the benefit of its members.

ARTICLE III

POWERS

The Association will have all of the powers and privileges granted to a corporation not for profit under the laws of the State of Florida pursuant to which this Association is chartered, all of the powers and duties set forth in the Condominium Act, the Declaration, the Bylaws and all other powers reasonably necessary to effectuate the purposes of the Association set out herein, together with, but not limited to, the following powers:

1. To make and establish rules and regulations governing the use and activities of the Condominium;
2. To levy and collect assessments against members of the Association in accordance with the terms of the Declaration and the Bylaws, including the right to use the proceeds of assessments to operate and manage the Condominium and for other purposes set forth in the Declaration;
3. To make contracts and incur liabilities, borrow or lend money at such rates of interest as the Association may determine, issue notes, bonds and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises or income;
4. To purchase, lease, take by gift, devise or bequest or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein;
5. To maintain, repair, replace, operate and manage the Condominium, and the real and personal property comprising it, including the common elements, including the right to reconstruct improvements and replace personal property after damage by casualty, to make further improvement of the Condominium and to purchase replacements and additional property and improvements;
6. To enter into contracts for management, operation, insurance coverage, and

maintenance of the Condominium and property owned by the Association;

7. To appear through its authorized agents before any legislative, judicial, administrative or governmental body concerning matters affecting the property of the Condominium and/or the Association;

8. To delegate all of the powers and duties of the Association except those the delegation of which may be prohibited by the Declaration, these Articles of Incorporation, the Bylaws and the Condominium Act or any administrative rules or regulations enacted pursuant thereto;

9. To employ personnel to perform the services required for the operation of the Condominium;

10. To enforce the provisions of the Declaration, these Articles of Incorporation, the Bylaws, and the rules and regulations governing the use of the Condominium as may be hereafter established; and

11. 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.

12. To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

13. If the Association is dissolved, the control or right of access to the property containing the surface water management system facilities will be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities will be conveyed to a nonprofit corporation similar to the Association.

ARTICLE IV

Members

The qualification of the members, their admission to membership, termination of membership, and voting by members will be as follows:

1. Members of the Association will consist of all of the owners of condominium units in the Condominium, and no other persons or entities will be entitled to membership;
2. A person will become a member by the acquisition of a fee ownership interest in a unit in the Condominium, whether by conveyance, devise, a judicial decree or otherwise. The membership of any person shall be automatically terminated upon his being divested of his title to or interest in the unit. Transfer of membership will be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying title of a unit to the new member. If a corporation or other entity is the record owner of a unit, the corporation or other entity will designate one officer, or director, partner or agent as the member's representative;
3. Except as an appurtenance to his unit, no member will assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association will 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 herein, in the Declaration, and in the Bylaws; and
4. On all matters on which the membership will be entitled to vote, there will be one vote for each condominium unit in the Condominium. A vote may be exercised or cast by the owner or owners of each unit in such manners as may be provided in the Bylaws.

ARTICLE V

Term of Existence

This Association is to exist perpetually.

ARTICLE VI

Officers

1. The affairs of the Association will be administered by the officers. The officers of the Association will be a president, a vice president, a secretary, a treasurer, and such other officers, including a general manager, as may be deemed desirable or necessary by the board of directors of the Association ("Board of Directors").

2. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officers</u>	<u>Name</u>
President	Gail O. Kiser
Vice President	Jeffrey G. Kiser
Secretary/Treasurer	Virginia Owens

3. The officers will be elected by the Board of Directors at its annual meeting as provided in the Bylaws. The Board of Directors may remove any officer at any time with or without cause. Any vacancies in any office will be filled by the Board of Directors at any meeting duly held.

ARTICLE VII

Board of Directors

1. The business affairs of this Association will be managed by the Board of Directors. This Association will have three (3) directors initially. The number of directors will be increased, as stated below, and thereafter may be increased or decreased from time to time as provided by the Bylaws but will never be fewer than three (3) and will always be an odd number.

2. Except for the initial directors, each director will be a member of the Association (or, if a unit owner is a corporation, partnership or trust, a director may be a director, officer, partner or agent of such unit owner).

3. Subject to the Declaration, the Board of Directors will be elected by the members of

the Association from among the membership at the annual membership meeting as provided in the Bylaws. Vacancies on the Board of Directors may be filled by majority vote of the remaining directors at any duly called meeting even though the remaining directors constitute less than a quorum, or, if the vacancy is not so filled or if no director remains, by the members, or, on the application of any person, by the Circuit Court, Sixth Judicial Circuit, in and for Pinellas County, Florida.

4. The names and addresses of the persons who are to serve as directors until their successors are chosen are:

<u>Name</u>	<u>Address</u>
Gail O. Kiser	1022 Main Street, Suite D Dunedin, FL 34698
Jeffrey G. Kiser	1022 Main Street, Suite D Dunedin, FL 34698
Virginia Owens	1022 Main Street, Suite D Dunedin, FL 34698

ARTICLE VIII

Transaction in Which Directors or Officers are Interested

A contract or transaction between the Association and one or more of its directors or officers and any other corporation, partnership, association or other organization in which one or more of its officers or directors are officers or directors of this Association will not be invalid, void or voidable solely for this reason or solely because the officer or director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said officer's or director's votes are counted for such purposes. A director or officer of the Association will not incur any liability solely because such director or officer may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE IX

Bylaws

1. The Board of Directors of this Association may provide such Bylaws for the conduct of its business and the carrying out of its purposes as it may deem necessary from time to time.

2. The Bylaws may be amended, altered or rescinded in accordance with the provisions for Amendment set forth in the Bylaws; provided that the members of the Association may adopt or amend a bylaw that fixes a greater quorum or voting requirement for members than required by the particular statute by a vote which is the greater of the quorum and voting requirement then in effect or the quorum and voting requirement proposed to be adopted.

ARTICLE X

Amendment

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

1. Notice of the subject matter for proposed amendment will be included in the notice of any meeting at which the proposed amendment is to be considered.

2. The resolution for the adoption of a proposed amendment may be proposed by A majority either of the Board of Directors or by not less than one-third (1/3) of the members of the Association represented at a meeting at which a quorum thereof has been attained.

3. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments will be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who will thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by such officer of the

proposed amendment or amendments, and it will be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice will be given in the same manner as notice of the call of a special meeting of the members as described in the Bylaws; provided, that proposed amendments to these Articles of Incorporation may be considered and voted upon at annual meetings of the members. If mailed, such notice will be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such members, waive such notice, and such waivers when filed in the records of the Association, whether before, during or after the holding of the meeting, will be deemed equivalent to the giving of such notice to such members. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the owners of not less than 75 percent (75%) of those units in the Condominium which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation will be transcribed and certified in such format as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation will be recorded in the Public Records of Pinellas County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State.

ARTICLE XI

Location

The location of this Association will be in Pinellas County, Florida, or at such other place or places as the Board of Directors may designate.

ARTICLE XII

Nonprofit Status

1. No part of the net earnings of the Association shall inure to the benefit of any individual or member.
2. The Association will not carry on propaganda, or otherwise act to influence legislation.

ARTICLE XIII

Indemnity

1. To the extent permitted by applicable law the Association will indemnify, hold harmless and agrees to defend any person ("Indemnitee") 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, 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, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee that he was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding — by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent — will not, of itself, create a presumption that the person was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association 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 by reason of the fact that he is or was a director, officer, employee or agent of the Association, the Association hereby agrees to defend and provide counsel to such Indemnitee and will advance all attorneys fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Association will advance such retainers, as well as having full responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the pendency of any action, suit or proceeding or in advance of the same in the event such action, suit or proceeding is threatened. The Indemnitee will have the right of reasonable approval of any attorneys proposed to represent said Indemnitee. The agreement to defend provided for in this section will be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Articles of Incorporation and Bylaws, the Declaration and as elsewhere provided by law.

3. 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 1 above, or in defense of any claim, issue or matter therein, he will be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XIII will be fully assessable against members as common expenses of the Association.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding will be paid by the Association in advance of the final disposition of such action, suit or proceeding, as provided herein above, by or on behalf of the affected director, officer, employee or agent, unless

it will ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIII, in which event, the Indemnatee will reimburse the Association for all attorneys' fees and costs advanced by it on behalf of the Indemnatee.

5. The indemnification provided by this Article will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members, Florida law, or otherwise, and will continue as to a person who has ceased to be a director, officer, employee or agent, and will inure to the benefit of the heirs and personal representatives of such people.

6. The Association will 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, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

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

ARTICLE XIV

Initial Registered Office and Agent

The street address of the initial registered office of the Association is:

1022 Main Street, Suite D
Dunedin, Florida 34698

and the name of the initial registered agent of the Association at said address is:

Robert L. Tankel, Esquire
1022 Main Street, Suite D
Dunedin, Florida 34698

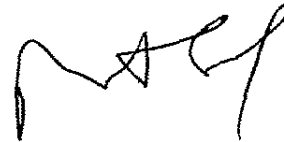
ARTICLE XV

Incorporator

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

Robert L. Tankel, Esquire
1022 Main Street, Suite D
Dunedin, Florida 34698

IN WITNESS WHEREOF, the undersigned incorporator, has hereunto set his hand
seal this 23 day of April, 2004, for the purpose of forming this
corporation not for profit under the laws of the State of Florida.



Robert L. Tankel, Esquire

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Robert L. Tankel to me known to be the person described as an incorporator and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed these Articles of Incorporation. He is known to me and has not taken an oath.

WITNESS my hand and official seal in the County and State named above this 20th day of

April, 2004.



Wavey Bates
Commission # DD 021461
Expires June 9, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Wavey Bates
Notary Public, State of Florida at Large
My Commission Expires: _____

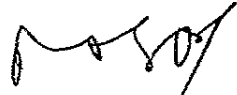
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

First, that desiring to organize under the laws of the State of Florida, the corporation named in the foregoing Articles of Incorporation has named ROBERT L. TANKEL, ESQUIRE whose address is: 1022 Main Street, Suite D, Dunedin, County of Pinellas, State of Florida, 34698, as its statutory registered agent.

Having been named statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and further agree to comply with the provisions of Florida law relative to the proper and complete performance of my duties. I am familiar with and I accept the obligations of a registered agent.

Dated this 23 day of April, 2004.



Robert L. Tankel, Esquire

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TALLAHASSEE, FLORIDA