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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**FLORIDA NON-PROFIT CORPORATION**

**Riverside Association, Inc.**

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**ARTICLES OF INCORPORATION  
OF  
RIVERSIDE ASSOCIATION, INC.  
(A Corporation Not For Profit)**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, the undersigned does hereby adopt and set forth these Articles of Incorporation, viz:

**ARTICLE 1  
NAME AND ADDRESS OF CORPORATION**

The name of this corporation shall be:

RIVERSIDE ASSOCIATION, INC.

hereinafter in these Articles of Incorporation referred to as the "Association." The initial principal office address of the Association is 3166 Dick Wilson Drive, Sarasota, Florida 34240.

**ARTICLE 2  
PURPOSES**

**2.1 General Purposes.** The Association is organized for the general purpose of promoting the health, safety, and social welfare of the Homeowner's rights in the Easement located within Manatee County, Florida, that is subject to the terms and provisions of that certain document entitled "Easement Agreement" (the "Easement Agreement"), which is to be recorded in the Public Records of Manatee County, Florida. All capitalized words and terms used herein which are defined in the Easement Agreement shall be used herein with the same meanings as defined in the Easement Agreement. In the event of any conflict between the provisions of these Articles of Incorporation and the provisions of the Easement Agreement, the provisions of the Easement Agreement shall control.

**2.2 Specific Purposes.** The purposes of the Association shall include the following:

- A. To operate, maintain, manage, improve, and administer the use of the Easement, and other duties, to the extent set forth in the Easement Agreement.
- B. To carry out all of the duties and obligations which may be assigned to the Association under the terms and provisions of the Easement Agreement.
- C. To take such other action as may be deemed appropriate by the Board to promote the health, safety, and social welfare of the Homeowners.
- D. To operate without profit and for the sole and exclusive benefit of its members.

**ARTICLE 3  
GENERAL POWERS**

**3.1 General Powers.** In general, the Association shall have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

**3.2 Specific Powers.** The powers of the Association shall include the following:

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A. To make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish budgets and to fix Assessments to be levied against Parcels pursuant to the Easement Agreement for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including reasonable contingency funds for ensuing years and reasonable annual reserves for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Parcel for delinquent and unpaid Assessments and to bring suit for the foreclosure of such liens or otherwise enforce the collection of such Assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association, all in accordance with the provisions of the Easement Agreement.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the ministerial functions of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such charges are deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Easement Agreement.

#### **ARTICLE 4** **MEMBERS**

**4.1 Membership.** The members of the Association shall consist of all Homeowners as defined in the Easement Agreement. Homeowners shall automatically become members upon acquisition of the fee simple title to their respective Parcels. The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to all Parcels owned by such member.

**4.2 Membership Appurtenant to Parcel Ownership.** The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Parcel that is the basis of his membership in the Association.

**4.3 List of Members.** The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes a member of the Association, it shall be such party's duty and obligation to so inform the Secretary in writing, giving his name, mailing address, and legal

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description of his Parcel; provided, however, that any notice given to or vote accepted from the prior Homeowner of such member's Parcel before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

**ARTICLE 5**  
**VOTING**

In all matters concerning the Association, the number of votes to which each Homeowner is entitled shall be the same as the number of Parcels owned by a Homeowner.

**ARTICLE 6**  
**BOARD OF DIRECTORS**

6.1 **Numbers.** The affairs of the Association shall be managed by a Board of Directors consisting of four Directors.

6.2 **Appointment.** Each Homeowner shall be entitled to appoint one Director of the Association for the number of Parcels owned by such Homeowner. An appointment of a Director shall be in writing and denote which Parcel that appointment represents.

6.4 **Qualification and Term.** Directors need not be members of the Association. Directors shall serve until removed by a Homeowner pursuant to Article 6.5 or upon conveyance or other divestment of title to the Parcel represented by such Director.

6.5 **Removal.** Any Director may be removed from office with or without cause by the Homeowner who appointed such Director

6.6 **Initial Board.** The names and addresses of the persons constituting the first Board of Directors are as follows:

Jose M. Suriol	-	6880 SW 44 <sup>th</sup> Street, #100 Miami, Florida 33155
Lyn Suriol	-	4109 Riverview Blvd. Bradenton, Florida 34209
Steven C. Wittmer	-	3166 Dick Wilson Drive Sarasota, Florida 34240
Joan Wittmer	-	3166 Dick Wilson Drive Sarasota, Florida 34240

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**ARTICLE 7**  
**OFFICERS**

7.1 **Number, Qualification, and Term.** The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected at the annual meeting of the Board of Directors, and their term shall expire at the next succeeding annual meeting of the Board of Directors.

7.2 **Initial Officers.** The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

Jose M. Suriol	President
Lyn Suriol	Vice President
Steven C. Wittmer	Secretary
Joan Wittmer	Treasurer

**ARTICLE 8**  
**CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE 9**  
**BYLAWS**

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered, amended, or repealed by a majority vote of the Directors in the manner provided by such Bylaws.

**ARTICLE 10**  
**AMENDMENTS TO ARTICLES OF INCORPORATION**

These Articles of Incorporation may be altered, amended, or repealed by Developer or by the affirmative vote of the holders of more than one-half of the total votes of the Association membership.

**ARTICLE 11**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The registered and principal office of the Association shall be at 3166 Dick Wilson Drive, Sarasota, Florida 34240, and the registered agent at such address shall be Jose M. Suriol. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

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**ARTICLE 12**  
**BUDGET AND EXPENDITURES**

The Association shall obtain funds with which to operate by Assessments levied against its members in accordance with the provisions of the Easement Agreement, as the same may be supplemented by the provisions of these Articles of Incorporation and the Association's Bylaws. Pursuant to the Easement Agreement, the Board of Directors shall annually adopt budgets for the operation of the Association for the ensuing year and for the purpose of levying Assessments against the Parcels, which budgets shall be conclusive and binding upon all members; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budgets.

**ARTICLE 13**  
**INCORPORATOR**

The name and street address of the incorporator of the Association is as follows:

Patrick W. Ryskamp

200 South Orange Avenue  
Sarasota, Florida 34236

**ARTICLE 14**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

**ARTICLE 15**  
**DISSOLUTION OF THE ASSOCIATION**

**15.1 Dissolution.** The Association may be dissolved upon a resolution to that effect being approved by the holders of three-fourths of the total votes of the Association membership, and upon compliance with any applicable laws then in effect.

**15.2 Distribution of Assets.** Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner: Except as may be otherwise provided by the terms of the Easement Agreement, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Parcels pro rata to the number of Assessment Shares allocated to such Parcels, and the share of each Parcel shall be distributed to the then Owner thereof.

**ARTICLE 16**  
**BINDING EFFECT**

The provisions hereof shall bind and inure to the benefit of the members and their respective successors and assigns.


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IN WITNESS WHEREOF, the above-named incorporator has executed these Articles of  
Incorporation this 11<sup>th</sup> day of May 2004.

  
PATRICK W. RYSKAMP  
Incorporator

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**ACCEPTANCE BY REGISTERED AGENT**

Having been appointed Registered Agent for the above corporation, I hereby accept such appointment. I further certify that I am familiar with, and accept, the obligations of that position as provided by Florida Statutes.

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JOSE M. SURIOL  
Registered Agent

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