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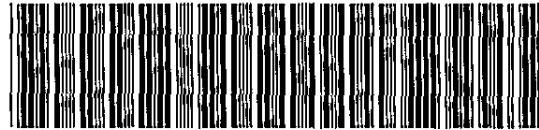
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STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

04 JUN 15 PM 12:44

TRANSMITTAL LETTER

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

SUBJECT: EXECUTIVE SUITES, III, CONDOMINIUM ASSOCIATION, INC.

(PROPOSED CORPORATE NAME - MUST INCLUDE ARTICLES)

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: DWAYNE L. GILLISPIE

Name (Printed or typed)

2424 WEST TAMPA BAY BLVD, UNIT L-106

Address

TAMPA, FLORIDA 33607

City, State & Zip

(813)876-4481

Daytime Telephone number

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

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
EXECUTIVE SUITES, III, CONDOMINIUM ASSOCIATION, INC.

04 JUN 15 PM 12:44

A Corporation not for profit

THE UNDERSIGNED SUBSCRIBERS hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes:

ARTICLE I.

NAME AND REGISTERED OFFICE

The name of the corporation is EXECUTIVE SUITES, III, CONDOMINIUM ASSOCIATION, INC. Its registered office shall be at 2424 West Tampa Bay Boulevard, Tampa, Florida.

ARTICLE II.

PURPOSE

The purpose for which this Association is organized is the operation and management of the Condominium which is to be created upon lands in Hillsborough County, Florida and known as EXECUTIVE SUITES, III, Condominium (the "Condominium")

The Association is to undertake the performance of and to carry out the acts and duties incident to the administration of the operation and management of the condominium in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which may be contained in the Declaration of Condominium (the "Declaration") which will be recorded among the Public Records of Hillsborough County, Florida, encompassing the real property described above and the improvements thereon that are submitted to condominium ownership; and to own, maintain, manage, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary and convenient in the administration of the Condominium.

ARTICLE III.

POWERS

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

following provisions:

1. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the By-laws or Chapter 718, Florida Statutes ("the Act")
2. The Association shall have all the powers and duties granted to the Association by the Act (except as to variances in these Articles and the Declaration which are permitted by the Act.) The Association shall have all the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration after the Declaration is recorded among the Public Records of Hillsborough County, Florida. Without limiting the generality of the foregoing, the Association shall have power:
 - (a) To make and collect Assessments, fees 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 and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium.
 - (c) 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.
 - (d) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of the Units as may be provided by the Declaration.
 - (e) To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or the Unit Owners as members of the Association.
 - (1) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association for use by the unit Owners.
 - (g) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and members as Unit Owners.
3. 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. The Association shall make no distribution of income to its members, directors or officers, except that it may pay reasonable salaries or compensation to such of its officers as it deems proper from time to time.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-laws and the Act.

ARTICLE IV.

MEMBERS

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

1. All Unit Owners shall be members of the Association.
2. Membership in the Association shall be established by recording in the Public Records of Hillsborough County, Florida, a deed establishing a change of record title to a Condominium Parcel in the Condominium and the notification in writing to the Association of the recording information. The new record owner designated by such instrument thereby becomes a member of the Association if his purchase was in compliance with the Declaration. The membership of the prior owner shall thereby terminate. The Owner/Institutional Mortgagee, to the extent of its ownership of Units, is a member of the Association, holding memberships equal to the number of Units it holds.
3. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual Unit.
4. Members of the Association shall be entitled to one (1) vote for each residential Unit owned by such member. If the unit is jointly owned by two or more persons (or by a partnership, trust corporation or other entity) the joint owners of the corporation or the partnership, trust or corporation, as the case may be, shall designate one person who shall exercise the right to vote permitted for each resident Unit owned.

Voting rights will be exercised in the manner provided by the By-laws of the Association.

5. 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 V.

DIRECTORS

1. 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. Directors need not be members of the Association or owners of Units in the Condominium.

2. 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, Institutional Mortgagees or the Owner/Institutional Mortgagee when such approval is specifically required.

3. 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 in the By-laws.

4. The Owner/Institutional Mortgagee of the Condominium shall appoint the members of the first Board of Directors who shall hold office for the period described in the By-laws.

5. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the by-laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mohammed Farooq Bhadelia	2424 W. Tampa Bay Blvd. L106 Tampa Fl. 33607
Mohammed Hussein Bhadelia	2424 W. Tampa Bay Blvd. L106 Tampa, Fla. 33607

Donice Allen Merchant

2424 W. Tampa Bay Blvd.
L106
Tampa, Florida

Dwayne L. Gillispie

2424 West Tampa Bay Blvd.
L-106
Tampa, Florida

ARTICLE VI.

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-laws. The officers shall be elected by the Board of Directors of the Association at the 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 follow:

<u>NAME/OFFICE</u>	<u>ADDRESS</u>
Mohammed Farooq Bhadelia President	2424 W. Tampa Bay Blvd. L106 Tampa Fl. 33607
Mohammed Hussein Bhadelia V. President	2424 W. Tampa Bay Blvd. L106 Tampa, Fla. 33607
Donice Allen Merchant Sec\Tres	2424 W. Tampa Bay Blvd. L106 Tampa, Florida

ARTICLE VII.

INDEMNIFICATION

1. 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 attorney's fees and appellate attorney's fees), judgment, penalties, 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 indemnities, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association; and, with respect to any criminal action or proceeding, that he had no 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 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 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 has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section b or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Section 1 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 1 above. Such determination shall be (a) by Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of

the members of the Association.

4. 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 VII.

5. 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-law, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

6. 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, 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 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.

ARTICLE VIII.

By-laws

The first by-laws of the Association shall be those By-laws appended to the Declaration of Condominium and may be altered, amended or rescinded in the manner provided by said By-laws by an affirmative vote of a majority of the owners of Units.

ARTICLE IX.

AMENDMENTS

1. Until such time as the Owner/Institutional Mortgagee has completed and closed the sales of all of the Condominium Units in the condominium for which this Association will operate, the Articles of Incorporation may be amended as to any of the

particulars contained herein by the Owner/Institutional Mortgagee, in its sole discretion, and in addition thereof, the proceedings of all meetings of the Association shall have no effect unless approved by the Owner/Institutional Mortgagee as to the amendment of the condominium documents. This right is subject, however, to the provisions that the Owner/Institutional Mortgagee cannot make any substantial change in the purpose of the Association. These Articles of incorporation may also be amended in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in a notice of any regular and special meeting at which such proposed amendment is considered.
- (b) A resolution approving a proposed amendment may be proposed by either a majority of the Board of Directors or by one-third (1/3) of the Membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval by the other body. Such approval must be by an affirmative vote of a majority of the votes of the members of the Association; and such approval must be by an affirmative vote of two-thirds (2/3) of the members of the Board of Directors.
- (c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 3, 4, and 5 of Article III, entitled "Powers" without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the General Florida law, the Declaration or By-laws. Further, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Owner/Institutional Mortgagee, or an affiliate of the Owner/Institutional Mortgagee unless the Owner/Institutional Mortgagee shall join in the execution of the amendment.

ARTICLE X.

TERM

The term of the Association shall be the life of the Condominium, unless the

Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE XI.
SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Mohammed Farooq Bhadelia	2424 W. Tampa Bay Blvd., L-106 Tampa, Fl. 33607
Mohammed Hussein Bhadelia	2424 W. Tampa Bay Blvd., L-106 Tampa, Fl. 33607
Donice Allen Merchant	2424 W. Tampa Bay Blvd., L-106 Tampa, Fl. 33607

ARTICLE XII
REGISTERED AGENT

The Registered Agent of the Association for purposes of accepting service of process shall be: Dwayne L. Gillispie, 2424 W. Tampa Bay Blvd., L-106, Tampa, Fl. 33607

IN WITNESS WHEREOF, these Articles of Incorporation have been executed this
15 day of June of 2004.



Mohammed Farooq Bhadelia

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

04 JUN 15 PM 12:44

STATE OF FLORIDA

SS:

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared Mohammed Farooq Bhadelia to me known to be the subscriber to the Articles of EXECUTIVE SUITES, III, CONDOMINIUM, Inc., and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State this 15th day of June, 2004.

Commission Expires: 3/23/05

Donice Allen

NOTARY PUBLIC



Donice Allen
Commission # CC 998664
Expires March 23, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Mohammed Farooq Bhadelia

Mohammed Farooq Bhadelia

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.

Dwayne L. Gillispie

Dwayne L. Gillispie
Registered Agent