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SECRETARY OF REVENUE

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COVER LETTER

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

SUBJECT: The Atrium on Ringling Condominium Association, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

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: LEONARD GARNER
Name (Printed or typed)

819 Mangrove Point Road
Address

Sarasota, FL 34242
City, State & Zip

(941) 349-6191
Daytime Telephone number

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

Syprett, Meshad, Resnick, Lieb, Dumbaugh, Jones, Krotec & Westheimer, P.A.

A T T O R N E Y S A T L A W

- * Board Certified Civil Trial Lawyer
- ** Board Certified Real Estate Lawyer
- + Certified Circuit Court Mediator
- ++ Certified Federal Court Mediator

1900 Ringling Boulevard
Sarasota, Florida 34236-5919
Telephone (941) 365-7171
Fax (941) 365-7923
www.smrl.com

September 22, 2005

Shareholders
John D. Dumbaugh**
Teresa D. Jones**++
Peter J. Krotec
M. Joseph Lieb, Jr.**++
John W. Meshad
Michael L. Resnick
Jim D. Syprett
F. Scott Westheimer

Associates
Nancy E. Cason
Kallan C. Eslich
Stephanie L. Fackender
Angela D. Flaherty

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

Attn: Carolyn Lewis
Document Specialist - New Filings Section

Re: The Atrium on Ringling Condominium Association, Inc.
Ref. Number: W05000043020

Dear Ms. Lewis:

Pursuant to your letter of September 15, 2005, enclosed please find the original and one copy of an amended Articles of Incorporation for "The Atrium on Ringling Condominiums", as well as a copy of your letter of September 15.

Thank you for your attention to this matter, and please do not hesitate to contact me should you have any questions regarding this matter.

Sincerely,

SYPRETT, MESHAD, RESNICK, LIEB, DUMBAUGH,
JONES, KROTEC & WESTHEIMER, P.A.



NANCY E. CASON

NEC/esm
Enclosure(s)



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

September 15, 2005

LEONARD GARNER
819 MANGROVE POINT RD.
SARASOTA, FL 34242

SUBJECT: THE ATRIUM ON RINGLING CONDOMINIUM ASSOCIATION, INC.
Ref. Number: W05000043020

We have received your document for THE ATRIUM ON RINGLING CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please check article I and your registered agent certificate for the principal address. It must be consistent through out the document.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6047.

Carolyn Lewis
Document Specialist
New Filings Section

Letter Number: 905A00057117

05 SEP 26 AM 7:56
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
THE ATRIUM ON RINGLING CONDOMINIUM ASSOCIATION, INC.
a Florida corporation not for profit**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE I

Name, Principal Office Address and Registered Agent

1.1 **Name and Principal Office.** The name of the corporation shall be THE ATRIUM ON RINGLING CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter the "Association"). The street address and mailing address of the initial principal office of the Association is 819 Mangrove Point Road, Sarasota, Florida 34242.

1.2 **Registered Agent.** The street address of the initial registered office of the Association is 1900 Ringling Boulevard, Sarasota, Florida 34236. The name of the Association's initial registered agent at such address is Nancy E. Cason.

ARTICLE II

Purpose

2.1 **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof for the maintenance, operation and management of a condominium known as THE ATRIUM ON RINGLING, a Mixed-Use Condominium (herein the "Condominium"), located in the City of Sarasota, Sarasota County, Florida. The Condominium is being developed by THE ATRIUM ON RINGLING, LLC, a Florida limited liability company (herein the "Developer").

2.2 **Distribution-of Income.** The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

2.3 **No Shares of Stock.** The Association shall not have or issue shares of stock.

2.4 **Definitions.** The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Sarasota County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III

Powers

3.1 **General.** The Association shall have all of the common-law and statutory powers

of a corporation not for profit under Florida law not in conflict with the terms of these Articles of Incorporation or the Florida Condominium Act.

3.2 Specific Powers. The Association shall have all of the powers and duties of an association set forth in the Florida Condominium Act and all of the powers and duties reasonably necessary to manage, maintain and operate the Condominium pursuant to the Declaration of Condominium of Seventeen Fifty Ringling, a Mixed-Use Condominium as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments (regular, special and emergency) against members as Unit Owners to defray the costs, expenses and losses incurred in the management, maintenance, operation, repair and replacement of the Condominium and property and facilities serving the Condominium and Association Property, if any.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) If provided in the Declaration of Condominium or the rules and regulations for the Condominium, to charge interest and late charges on delinquent or past due assessments and to accelerate the assessments of a Unit Owner in such Condominium delinquent in payment of any installment of assessments for Common Expenses.

(d) If provided in the Declaration of Condominium for the Condominium, to charge a use fee against Unit Owners in such Condominium for the use of designated Association Property, if any, or certain designated portions of the Common Elements.

(e) If provided in the Declaration of Condominium for the Condominium, to require as a condition to the letting or renting of a Unit in such Condominium a security deposit to protect against damages to the Common Elements and/or the Association Property, if any.

(f) To acquire, own, maintain, manage, repair, replace and operate the Condominium Property and all other property, improvements and facilities serving the Condominium or their respective Unit Owner members, whether located within or without the Condominium, including the maintenance, repair and replacement of the surface water management system as permitted by the Southwest Florida Water Management District and by the City of Sarasota, Florida including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances serving the Condominium and the Association Property, if any.

(g) To purchase insurance upon the Condominium Property and Association Property, if any, and insurance for the protection of the Association and its members as Unit Owners.

(h) To assist in the rentals of Units for the convenience of the Unit Owners, unless otherwise prohibited by law or unless registration is required by law.

(i) To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Condominium Property, including the Units and Association Property, if any, for the health, comfort, safety and welfare of the Unit Owners. All such Rules and Regulations and amendments thereto shall be approved by the Board of Directors of the Association.

(j) To approve or disapprove the transfer, lease, loan, mortgage and ownership of Units in the Condominium, if so provided in the Declaration of Condominium for such Condominium.

(k) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium of the Condominium, these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations for use of the Condominium Property and Association Property, if any.

(l) To contract for the management of the Condominium with third party contractors and to delegate to such contractor all powers and duties of the Association, except as such are specifically required by the Declaration of Condominium or the Florida Condominium Act to have the approval of the Board of Directors or the members of the Association.

(m) To contract for the management or operation of all the portions of the Common Elements and Association Property, if any, susceptible to separate management or operation.

(n) To employ personnel to perform the services required for proper management, maintenance and operation of the Condominium and Association Property, if any.

(o) To acquire or enter into (prior or subsequent to the recording of the Declaration of Condominium of the Condominium) agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners, to declare expenses in connection therewith to be Common Expenses, and to adopt covenants and restrictions relating to the use thereof and to operate under a fictitious name.

(p) To purchase and own Units in the Condominium, and to acquire and hold, lease, mortgage and convey the same, subject however, to the provisions of the Declaration of Condominium and the Bylaws of the Association relative thereto.

(q) To obtain loans to provide funds for operating, maintaining, repairing, replacing and improving the respective Condominium and Association Property, if any, and to pledge the income of the Association from assessments against Unit Owners in the Condominium as security for such loans.

3.3 Association Property. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium of the Condominium, these Articles of Incorporation and the Bylaws of the Association.

3.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Florida Condominium Act.

ARTICLE IV **Members**

4.1 Membership. The members of the Association shall consist of all of the record owners of Units in the Condominium from time to time, and after termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns. Until the Declaration of Condominium is recorded in the Public Records of Sarasota County, Florida, the subscriber(s) to these Articles shall be the sole member(s) of the Association and shall cast all the votes. Upon the recording of the Declaration of Condominium the subscriber(s) shall automatically cease to be member(s) of the Association.

4.2 Termination and Change of Membership. Membership in the Association shall terminate automatically and immediately as a member's vested present interest in the title to a Condominium Unit terminates. After receiving any approval of the Association required by the Declaration of Condominium of the Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Unit Owner(s) designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior Unit Owner(s) is terminated.

4.3 Limitation on Transfer of Shares of Assets. The share 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 member's Unit.

4.4 Voting. Each member shall be entitled to one (1) vote (one Voting Interest) which shall be cast by the applicable Unit Owner as a member of the Association. If, after the recording of a Declaration, two or more units are combined to form a single unit ("Combined Unit"), then the Combined Unit shall have the number of votes equal to the sum of the votes for each of the Units so combined. There shall be one (1) Voting Interest for each Residential Unit, each 1,000 square foot Office Unit and each 500 square foot Commercial Retail Unit in the Condominium. There shall be a total of one hundred thirty seven (137) votes (Voting Interests) in the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

Directors

5.1 Developer's Right to Control Association and Board of Directors. The Developer, during the development and sales period of the Condominium, shall have and hereby reserves the absolute right and authority to manage and control the Association and its affairs and decisions and the exclusive right to elect or appoint all Directors of the Association (who need not be Unit Owners), subject, however, to the following formula which shall govern the transfer of control from the Developer to Unit Owners other than the Developer:

(a) When Unit Owners other than the Developer own fifteen percent (15%) or more of the total Units in the Condominium, such Unit Owners shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association.

(b) Unit Owners other than the Developer shall be entitled to elect not less than a majority of the Board of Directors of the Association at such time as the earliest of the following shall occur:

(i) Three (3) years after fifty percent (50%) of the total Units of the Condominium have been conveyed to purchasers, or

(ii) Three (3) months after ninety percent (90%) of the total Units in the Condominium have been conveyed to purchasers, or

(iii) When all the total Units in the Condominium have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business, or

(iv) When some of the total Units in the Condominium have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

(v) Seven (7) years after recordation of the Declaration of Condominium for Seventeen Fifty Ringling, a Mixed-Use Condominium.

(c) The Developer shall be entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the total Units in the Condominium.

(d) The transfer of the control of the Association in accordance with the foregoing provisions shall take place pursuant to and in accordance with the Florida Condominium Act. Within 75 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than 60 days' notice of an election for the members of the Board of Directors. This election shall proceed as provided in §718.112(2)(d), Fla. Stat. The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the Board of Directors, the Developer shall forward the Division the name and

mailing address of the Unit Owner Board member.

During the period the Developer is in control of the Association, the Directors shall exercise all rights, powers and privileges that would otherwise be exercisable by the members. The Developer may, at its option, upon giving not less than 60 days notice to the Unit Owners in writing, waive its right to control the Association and turn over control to the owners of the applicable Units, who must then accept such turnover at time of the election of the new Board members.

Notwithstanding anything hereinbefore or hereinafter contained or implied to the contrary, the Developer hereby reserves unto itself, its successors, designees, and assigns, pursuant to the provisions of Article 5.1 hereof, the exclusive right to elect, to remove and to replace from time to time members of the first Board of Directors of the Association.

Notwithstanding the foregoing, the Developer, while exercising control of the Association during the development and sales period for the Condominium, shall observe all the formalities of the Association's corporate structure and regime and the requirements of the Florida Condominium Act and the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes.

5.2 Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors, except those persons named as the members of the First Board of Directors and those persons designated by the Developer, if any, to replace such persons, shall be members of or officers of corporate members of the Association.

5.3 Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association.

5.4 First Election of Directors. The first election of Directors by the membership shall occur as provided in Article 5.1 hereof. The First Board of Directors named in these Articles shall serve until such election and any vacancies in their number occurring before the first election shall be filled by the Developer, or in the event of its failure to do so, by the remaining Directors, except as otherwise specifically provided in Article 5.1 hereof. The transfer of control of the Association by the Developer to the members shall be as provided in Article 5.1 hereof.

5.5 First Board of Directors. 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, or until removed, are as follows:

NAME**ADDRESS****Leonard Garner****819 Mangrove Point Road
Sarasota, Florida 34242****ARTICLE 6****Officers**

6.1 Officers. The affairs of the Association shall be administered by a President, Vice-President, Secretary, Assistant Secretary and Treasurer and such other offices as may be designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated and elected by the Board of Directors as follows:

NAME**ADDRESS****OFFICE****Leonard Garner****819 Mangrove Point Road
Sarasota, FL 34242****President, Treasurer****John Harshman****1575 Main Street
Sarasota, FL 34236****Vice President****Cheryl Loeffler****595 Bay Isle Road – Suite 115
Longboat Key, FL 34228****Secretary**

The Directors and Officers may lawfully and properly exercise the powers set forth in Article 3 [including those set forth in Section 3.2(1), (m), (n), (o) and (p)], notwithstanding the fact that some or all of them may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the Association enters into such agreements or who own some or all of the proprietary interests in the entity or entities with whom the Association enters into such agreements. Disclosure of such agreements, as initially declared or subsequently amended, in the Declaration of Condominium for the Condominium shall stand as an *absolute confirmation of such agreements* and the valid exercise by the Directors and Officers of this Association of the powers pertinent thereto.

ARTICLE 7
Indemnification of Directors and Officers

7.1 Indemnity. 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, employee, officer or agent of the Association, against all liabilities and expenses (including attorneys' fees, costs and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determined, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings 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 interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

A Director, other than a person appointed by the Developer to the Board, shall not be personally liable for monetary damages to the Association or any other person for any statement, vote, decision, or failure to act, regarding corporate management or policy, unless §§(1)(a), (1)(b)1., (1)(b)2., (1)(b)3., (1)(b)4., or (1)(b)5 of §607.0831, Florida Statutes, shall be found applicable.

7.2 Expenses. 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 Article 7.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Article 7.

7.4 Miscellaneous. 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 bylaw, agreement, vote of members 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.

7.5 Insurance. 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 against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

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

ARTICLE 8

Bylaws

The Bylaws of the Association shall be adopted by the Board of Directors of the Association and may be altered, amended or rescinded in certain instances by the Board of Directors and in certain instances by the membership in the manner provided by the Bylaws.

ARTICLE 9

Amendments

9.1 Amendments. Subject to the provisions of Sections 9.2 and 9.3 of this Article 9, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) A resolution for the adoption of a proposed amendment shall be adopted by the Board of Directors setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members of the Association. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes (Voting Interests) of the entire membership. A member of the Board of Directors or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum. As provided by §718.112, Florida Statutes, a Unit Owner may vote in person, by proxy or by ballot at a meeting or may take action by written agreement, without a meeting, on matters for which action by written agreement without meeting is expressly allowed by the Association Bylaws or Declaration of Condominium or any statute that provides for such action.

(c) A copy of each amendment filing shall be certified by the Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida, with identification on the first page thereof of the Book and Page of the Public Records where the

Declaration of Condominium is recorded.

9.2 Limitation on Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor make any change in Section 3.2 of Article 3, in Sections 5.1, 5.4 and 5.5 of Article 5 or in Article 7, without approval in writing by the Developer, all members and the joinder of all record owners of mortgages upon all or any portion of the Condominium. No amendment shall be made that is in conflict with the Florida Condominium Act, the Declaration of Condominium or which deletes or modifies any of the rights of the Developer hereunder without the prior written consent of the Developer.

9.3 Initial Amendments May be Made Only by First Board of Directors. Notwithstanding anything herein contained to the contrary, until the first election of directors by the members, amendments to these Articles of Incorporation may be proposed and adopted only by the unanimous action of the First Board of Directors named in these Articles or their replacements.

ARTICLE 10

Term

The term of the Association shall be perpetual, unless the Condominium is terminated pursuant to the provisions of the Declaration, and, in the event of such termination, the Association shall be dissolved in accordance with the law unless its members shall unanimously determine otherwise. Upon such dissolution, the Property consisting of the surface water management system shall be conveyed to an appropriate agency of the City of Sarasota or Sarasota County, Florida, and if not accepted for such conveyance, then such surface water management system shall be dedicated to a similar non-profit corporation.

ARTICLE 11

Definitions

11.1 Definitions. The terms used in these Articles shall have the same definitions and meaning as set forth in the Declaration of Condominium for The Atrium on Ringling, a Mixed-Use Condominium unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE 12

Subscriber (Incorporator)

12.1 Names and Addresses. The name and residence address of the subscriber (incorporator) of these Articles of Incorporation are as follows:

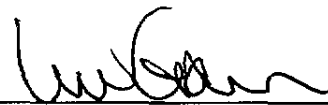
NAME

Leonard Garner

ADDRESS

819 Mangrove Point Road
Sarasota, FL 34242

IN WITNESS WHEREOF, the subscriber (incorporator) has hereto affixed his
signature on this 8th day of September, 2005.



Leonard Garner, Incorporator

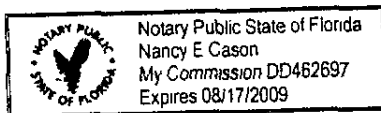
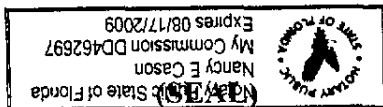
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of
September, 2005, by Leonard Garner, [] who is personally known to me; or [] has
produced _____ as identification and did not take an oath.



Notary Public Signature

My Commission Expires:



**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS
WITHIN THIS STATE AND NAMING AGENT UPON WHOM PROCESS MAY BE
SERVED**

**In pursuance of Chapter 48.091 and 617.0501, Florida Statutes, the following is
submitted in compliance with said Act:**

**That The Atrium on Ringling Condominium Association, Inc., desiring to organize
under the laws of the State of Florida, with its principal offices at 819 Mangrove Point Road,
Sarasota, FL 34242, has named Nancy Cason, Esq., whose office is located at 1900 Ringling
Boulevard, Sarasota, Florida, 34236, as its agent to accept service of process within the State.**

ACKNOWLEDGEMENT

**Having been named as registered agent to accept service of process for the above stated
corporation, at the place designated in this certificate, I agree to act in this capacity and I
further agree to comply with the provisions of all statutes relative to the proper and complete
performance of my duties.**

Dated: Sept 22, 2005

Nancy E. Cason, Esquire

Nancy E. Cason

FILED
05 SEP 26 AM 7:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA