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Law Offices of
TIMOTHY W. GENSMER, P. A.
ATTORNEY AT LAW

2831 RINGLING BLVD., SUITE #202-A
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TELEPHONE: (941) 423-7409

December 8, 2005

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

**RE: FILING OF ARTICLES OF INCORPORATION FOR PALADIN ESTATES
HOMEOWNER'S ASSOCIATION, INC.**

Enclosed please find an original and one copy of the Articles of Incorporation of Paladin Estates Homeowners' Association, Inc and my check made payable to the Department of State in the amount of \$87.50. If you should have any questions or need any further information, please feel free to call.

Very truly yours,

TIMOTHY W. GENSMER, P.A.



Timothy W. Gensmer
TWG/tgw

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

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

SUBJECT: Paladin Estates Homeowners Association
(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:

Tim Gensmor

Name (Printed or typed)

2831 Ringling Blvd #202a

Address

Sarasota, FL 34237

City, State & Zip

941-952-9377

Daytime Telephone number

FILED
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TALLAHASSEE, FL
DIVISION OF CORPORATIONS
STATE

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

ARTICLES OF INCORPORATION

OF

PALADIN ESTATES HOMEOWNERS' ASSOCIATION OF SARASOTA, INC. (A Corporation Not-for-Profit)

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned by these Articles of Incorporation (the "Articles") hereby certifies as follows:

Article I. DEFINITIONS

All terms which are defined in the Declaration of Covenants and Restrictions for Paladin Estates (hereinafter referred to as the "Declaration of Restrictions") shall be used herein with the same meanings as defined in said Declaration of Restrictions.

Article II. NAME

The name of this Corporation shall be Paladin Estates Homeowners' Association of Sarasota, Inc. (hereinafter referred as the "Homeowners' Association " or "Association"), whose present address is 2831 Ringling Blvd, Suite 202-A, Sarasota, Florida 34237.

Article III. PURPOSES

The purposes for which this corporation is organized are to take title to (when conveyed by Developer as provided in the Declaration of Restrictions), operate, administer, manage, lease and maintain the Common Areas or such portions thereof of Paladin Estates as are dedicated to or made the responsibility of the Homeowners' Association in the Declaration of Restrictions or in any other Paladin Estates Documents, in accordance with the terms of and purposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of any Paladin Estates Documents. The Homeowners' Association is not a condominium association under Chapter 718, Florida Statutes.

Article IV. POWERS

The Homeowners' Association shall have the following powers and shall be governed by the following provisions:

A. The Homeowners' Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Paladin Estates Documents including the power to own and convey real and

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CLERK OF DISTRICT COURT
SARASOTA COUNTY, FLORIDA

personal property.

B. The Homeowners' Association shall have all the powers reasonably necessary to implement the purposes of the Homeowners' Association including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Property Owner's Declaration of Restrictions or any other Paladin Estates Documents.

2. To make, establish, amend and enforce reasonable Rules governing the use of Paladin Estates or any portions thereof, including, without limitation, the Common Area.

3. To make, levy, enforce and collect Assessments for the purpose of obtaining funds for the payment of Common Area Expenses in the manner provided in the Paladin Estates Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Homeowners' Association.

4. To protect, maintain, repair, replace and operate those portions of Paladin Estates that it is required to protect, maintain, repair, replace and operate in accordance with the Paladin Estates Documents.

5. To enforce the provisions of the Paladin Estates Documents.

6. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of property; and to enter into any other agreements consistent with the purposes of the Homeowners' Association, including but not limited to agreements with respect to the professional management and to delegate to such professional management certain powers and duties of the Homeowners' Association.

7. 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, floodplain compensation areas, wet lands and any associated buffer areas, and wetland mitigation areas.

8. To sue and be sued.

9. To contract for services to provide for operation and maintenance of the surface water management system facilities if the association contemplates employing a maintenance company.

10. To purchase insurance upon the Homeowners' Association property for the protection of the Association and its members.

Article V.
MEMBERS AND VOTING

The qualifications of Members, the manner of their admission to membership and voting by Members shall be as follows:

A. The Membership of the Homeowners' Association shall be comprised of the Owners (Owners other than Developer are hereinafter sometimes collectively referred to as the "Owner Members"), including the Developer. Membership shall be established as hereinafter set forth.

B. An Owner Member's membership shall be established effective immediately upon such Person's becoming an Owner of a Lot. The new Member shall present the Homeowners' Association with a copy of the recorded Warranty Deed or other muniment of title conveying the title to the Lot so conveyed. Membership shall pass with title to the Lot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot.

C. Developer's Membership in the Homeowners' Association shall be established effective immediately upon the creation of the Homeowners' Association, and until the establishment and effectiveness of any other Member's membership, the membership of the Homeowners' Association shall be comprised solely of Developer.

D. Voting Rights. The voting rights of the Members shall be as follows:

1. Number of Votes. Each Member shall possess one vote per Lot.

2. Casting Votes.

(a) Developer. Developer or the Person designated in Developer's written proxy cast the votes possessed by Developer as a Member at meetings of the Homeowners' Association. Nothing herein contained shall require that Developer cast in the same manner all the votes he is entitled to cast as a Member, and Developer may cast fewer than the total number of votes he possesses.

(b) Each Owner Member shall cast its vote(s) as a Member at meetings of the Homeowners' Association.

3. Person Entitled to Vote:

(a) The vote of Members owning a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy or certificate of voting authorization ("Certificate") executed by all of the owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Homeowners' Association. If such proxy or Certificate is not filed with the Secretary of Homeowners' Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

(b) Whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy or Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(ii) Where only one (1) spouse is present at a meeting, the spouse present may cast their vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Homeowners' Association by the other spouse. In the event of prior written notice to the contrary to the Homeowners' Association by the other spouse, the vote of their Lot shall not be considered.

(iii) Where neither spouse is present, the person designated in a proxy or Certificate signed by either spouse may cast their vote, absent any prior written notice to the contrary to the Homeowners' Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Homeowners' Association or the designation of a different Voting Member by the other spouse, the vote of their Lot shall not be considered.

F. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Paladin Estates Documents.

Article VI.

RIGHTS OF DEVELOPER

Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

- (1) Three months after 90 percent of the Lots in the development that have been created have been conveyed to Members other than the Developer.

Or

- (2) Such other date upon which the Developer elects, in its sole discretion, to turnover control of the Association to the Members other than the Developer.

At the time of turnover, the Association shall be obligated to accept turnover of the control of the Association and the duties and obligations imposed hereunder. The date of turnover shall be referred to herein as the "Turnover Date." For purposes of this section, the term "Members other than the Developer" shall not include builders,

contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

The Developer is entitled to elect at least one 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 5 percent of the Lots in the subdivision. After the Developer relinquishes control of the Association to the Members other than the Developer, the Developer may exercise the right to vote any Developer-owned Voting Interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

At the time the Members other than the Developer are entitled to elect at least a majority of the Board of Directors of the Association, the Developer shall, at the Developer's expense, within no more than 90 days deliver the following documents to the board:

- (1) All deeds to common property owned by the Association, if any.
- (2) The original of the Declaration.
- (3) A certified copy of the Articles of Incorporation of the Association.
- (4) A copy of the Bylaws.
- (5) The minute book, including all minutes.
- (6) The books and records of the Association.
- (7) Policies, rules and regulations, if any, which have been adopted.
- (8) Resignations of directors who are required to resign because the Developer is required to relinquish control of the association.
- (9) The financial records of the Association from the date of incorporation through the date of turnover.
- (10) All Association funds and control thereof.
- (11) All tangible property of the Association, if any.
- (12) A copy of all contracts which may be in force with the Association as one of the parties.
- (13) A list of the names and addresses and telephone numbers of all contractors.
- (14) Any and all insurance policies in effect.
- (15) Any permits issued to the Association by governmental entities, or assigned to the Association by Developer.
- (16) Any and all warranties in effect.
- (17) A roster of current Owners and their addresses and telephone numbers and section and lot numbers.
- (18) Any employment and service contracts in effect.
- (19) All other contracts in effect to which the association is a party, if any.

Article VII.

TERM

The term for which this Homeowners' Association is to exist shall be perpetual, unless dissolved according to law. However, if the Homeowners' Association has

dissolved, the control or right of access to the property containing the surface water management system facilities, if any, shall be conveyed or dedicated to an appropriate governmental Lot or public utility and that if not accepted then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Property Owner's Association.

Article VIII.
INCORPORATOR

The name and street address of the Incorporator of the Homeowners' Association is as follows:

<u>Name</u>	<u>Address</u>
Timothy W. Gensmer	2831 Ringling Blvd, 202-A Sarasota, Florida 34237

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State of Florida.

Article IX.
BOARD OF DIRECTORS

A. The number of members of the first Board of Directors ("First Board") shall be three (3).

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>Name</u>	<u>Address</u>
Nancy J. Clapp	2606 Bryce Lane Sarasota, Florida 34231
George J. Eissler, III	3950 Elysian Woods Lane Sarasota, Florida 34231
Michele L. Steinbaum	3930 Elysian Woods Lane Sarasota, Florida 34231

The First Board shall be the Board until the first Annual Members Meeting after the Turnover Date. Developer shall have the right to appoint, designate or elect the members of the First Board until the first Annual Members' Meeting after the Turnover Date and in the event of any vacancy, to fill any such vacancy. Developer reserves the right to remove from the First Board any Directors it designates or elects.

C. 1. At the first Annual Members' Meeting after the Turnover Date, and

at all Annual Members' Meetings thereafter, the number of Directors shall be increased to five (5). In addition, after the Turnover Date and for so long as Developer owns any interest in The Paladin Estates, Developer shall have the right, but not the obligation, to designate one additional Director and his/her successors ("Developer Director").

2. Any Directors named by Developer shall serve at the pleasure of Developer and in the event of vacancies of such Directors, such vacancies shall be filled by Developer. The fact that the Owners have not elected or refuse to elect Directors shall not interfere with the right of Directors designated by Developer to resign.

D. The resignation of a Director who has been designated, appointed or elected by Developer, or the resignation of an officer of the Homeowners' Association who was elected by the First Board, shall remise, release, acquit, and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages, judgements, executions, claims and demands whatsoever, in law or in equity which the Homeowners' Association or Members had, now have, or will have; or which any personal representative, successor, heir or assign of the Homeowners' Association or Members hereafter may have against such Director or officer by reason of his having been a Director or officer of the Homeowners' Association.

Article X. OFFICERS

A. The affairs of the Homeowners' Association shall be managed by the President of the Homeowners' Association, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The same person may hold two offices, the duties of which are not incompatible; provided, however, the President shall not hold another office.

C. First Officers. The names of the officers who are to serve until the first election of officers by the Governors are as follows:

President:	Nancy J. Clapp
Vice President:	George J. Eissler, III
Secretary:	Michele L. Steinbaum
Treasurer:	Michele L. Steinbaum

Article XI.
INDEMNIFICATION

Every Director and every officer of the Homeowners' Association shall be indemnified by the Homeowners' Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Homeowners' Association, whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director or officer admits or is adjudged guilty of willful malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all of indemnification to which such Director or officer may be entitled by common law or statute.

Article XII.
BY-LAWS

By-Laws of the Homeowners' Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

Article XIII.
AMENDMENTS

A. These Articles may be amended by the following methods:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members ("Required Notice").

(c) At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of all Members entitled to vote thereon.

2. An amendment may be adopted by a written statement (in lieu of a

meeting) signed by all Directors and all Owners setting forth their intention that an amendment to these Articles be adopted.

B. A copy of each amendment shall be filed with the Secretary of State of the State of Florida and a certified copy shall be obtained by the Secretary.

C. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles and an exhibit to the Declaration of Restrictions upon the recording of the Declaration of Restrictions; or, in lieu thereof, "Restated Articles" (as described in Article XV. below) may be adopted and a certified copy thereof shall be attached as an exhibit to the Declaration of Restrictions upon recordation thereof.

D. There shall be no amendment to these Articles which shall abridge, amend or alter the rights of; (i) Developer, including the right to designate and select the Directors as provided in Article IX. hereof and the rights reserved to Developer in the Declaration of Restrictions, without the prior written consent thereof by Developer; (ii) any Institutional Mortgagee without prior written consent of such Institutional Mortgagee. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligation set forth in the Declaration of Restrictions.

Article XIV. SUCCESSOR ENTITIES

In the event of the dissolution of the Homeowners' Association or any successor entity thereto, any property dedicated or conveyed to the Homeowners' Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Homeowners' Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Homeowners' Association or such successor.

Article XV. RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Homeowners' Association's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles or any restatements thereof in the Office of the Secretary of State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of these Articles as theretofore amended, or that any amendment included therein has been adopted pursuant to Article XIII. hereof and that there is no discrepancy between these Articles as theretofore amended and provisions of the Restated Articles other

than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles with the Secretary of State of Florida, the original Articles as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be these Articles of Incorporation of the Homeowners' Association.

C. Amendments may be made simultaneously with restatement of these Articles if the requirements of Article XIII. are complied with. In such event, the Articles of Incorporation shall be specifically designated as such.

Article XVI.

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Homeowners' Association is 2831 Ringling Blvd, Suite 202-A, Sarasota, Florida 34237 and the initial Registered Agent of the Homeowners' Association at that address shall be Timothy W. Gensmer.

Article XVII.

INCOME DISTRIBUTION

No part of the income of this corporation shall be distributed to its members, except as compensation for services rendered.

IN WITNESS WHEREOF, I, Timothy W. Gensel the Incorporator of Paladin Estates Homeowners' Association of Sarasota, Inc., have hereunto affixed my signature this 22nd day of December, 2005.

Timothy W. Gensel
Incorporator

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was subscribed and sworn to before me this 22nd day of December 2005, by Timothy W. Gensel as Incorporator, who is personally known to me, or has produced _____, as identification and who acknowledged before me that he/she executed the same freely and voluntarily for the purpose therein.



Theresa G. Weaver
Notary Public
My Commission Expires

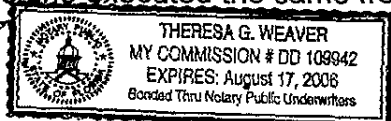
The undersigned hereby accepts the designation of Registered Agent of The Paladin Estates Homeowners' Association of Sarasota, Inc., as set forth in Article XVI. of these Articles.

Timothy W. Gensel
Registered Agent

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CLERK OF COUNTY OF SARASOTA
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was subscribed and sworn to before me this 22nd day of December 2005, by Timothy W. Gensel as Registered Agent, who is personally known to me, or has produced _____, as identification and who acknowledged before me that he/she executed the same freely and voluntarily for the purpose therein.



Theresa G. Weaver
Notary Public
My Commission Expires