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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

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AUTHORIZATION :

*[Handwritten signature]*

COST LIMIT : \$ 78.75

ORDER DATE : January 31, 2006

ORDER TIME : 9:53 AM

ORDER NO. : 841997-005

CUSTOMER NO: 4328337

DOMESTIC FILING

NAME: ESTERO PARK COMMONS BUILDINGS  
THREE & FOUR CONDOMINIUM  
ASSOCIATION, INC.

XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Amanda Haddan - EXT. 2955

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF INCORPORATION  
OF  
ESTERO PARK COMMONS BUILDINGS THREE & FOUR  
CONDOMINIUM ASSOCIATION, INC.**

FILED  
06 JAN 31 PM 1:48  
CLERK OF CIRCUIT COURT  
LEE COUNTY, FLORIDA

Pursuant to Florida Statute Section 617.0202, the Articles of Incorporation of ESTERO PARK COMMONS BUILDINGS THREE & FOUR CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, are hereby set forth as follows:

**ARTICLE I**

The name of the corporation, herein called the "Association" is ESTERO PARK COMMONS BUILDINGS THREE & FOUR CONDOMINIUM ASSOCIATION, INC., and its address is 27599 Riverview Center Boulevard, Suite 105, Bonita Springs, FL 34134.

**ARTICLE II**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Estero Park Commons Buildings Three & Four, a condominium, located in Lee County, Florida.

The Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by these Articles, the Declaration of Condominium or Chapter 718 Florida Statutes, as it may hereafter be amended, including but not limited to the following:

- A. To make and collect assessments against Members of the Association to disburse the proceeds of assessments in the exercise of its powers and duties.
- B. To protect, maintain, repair, replace and operate the condominium property, including the operation and maintenance of any and all storm water management facilities and areas.
- C. To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.
- D. To reconstruct improvements after casualty and to make further to the property.
- E. To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.
- F. To approve or disapprove the transfer of ownership, leasing and occupancy of Units, as provided by the Declaration of Condominium.

- G. To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles and the By-Laws and any Rules and Regulations of the Association.
- H. To contract for the management and maintenance of the Condominium and the condominium property and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.
- I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- J. To enter into agreements, or acquire leaseholds, memberships and other possessory or use interests in lands or facilities. It has the power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners.
- K. To borrow or raise money for any purposes of the Association, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by means of a mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

### **ARTICLE III**

The members of the Association shall consist of all record owners of a fee simple interest in one or more Units in the Condominium, as further provided in the By-Laws. After termination of the Condominium, the members shall consist of those who are members at the time of such termination. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit. The owners of each Unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the By-Laws.

### **ARTICLE IV**

The term of the Association shall be perpetual.

## **ARTICLE V**

The By-Laws of the Association may be altered, amended, or rescinded in the manner provided therein.

## **ARTICLE VI**

The affairs of the Association will be administered by a 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 of the Association shall be elected by 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 the By-Laws. The business of the Association shall be conducted by the officers designated in the By-Laws. 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.

## **ARTICLE VII**

Amendments to these Articles shall be proposed and adopted in the following manner:

- A. **Proposal:** Amendments to these Articles may be proposed either by a majority of the Board or by a petition of the owners of one-fourth (1/4) of the Units by instrument, in writing, signed by them.
- B. **Procedure:** Upon any amendment or amendments to these Articles being proposed by said Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- C. **Vote Required:** Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interest at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment. Prior to Turnover, no amendment shall be approved unless it is approved by at least two-thirds (2/3rds) of the Voting Interests of Members other than the Declarant of the Declaration of condominium.
- D. **Effective Date:** An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida.

**ARTICLE VIII**

**INITIAL DIRECTORS:** The Initial Directors of the Association shall be:

**John S. McGarvey  
27599 Riverview Center Blvd.  
Suite 105  
Bonita Springs, Florida 34134**

**Joanne H. McGarvey  
27599 Riverview Center Blvd.  
Suite 105  
Bonita Springs, Florida 34134**

**William G. Price  
27599 Riverview Center Blvd.  
Suite 105  
Bonita Springs, Florida 34134**

**INITIAL OFFICERS:** The Initial Officers of the Association shall be:

**John S. McGarvey, President  
27599 Riverview Center Blvd.  
Suite 105  
Bonita Springs, Florida 34134**

**Joanne H. McGarvey, Secretary/Treasurer  
27599 Riverview Center Blvd.  
Suite 105  
Bonita Springs, Florida 34134**

**William G. Price, Vice President  
27599 Riverview Center Blvd.  
Suite 105  
Bonita Springs, Florida 34134**

**ARTICLE IX**

The name and address of the Incorporator of this corporation as follows:

**THAD D. KIRKPATRICK  
c/o Cohen & Grigsby, P.C.  
27200 Riverview Center Boulevard, Suite 309  
Bonita Springs, Florida 34134**

The rights and interests of the Incorporator shall automatically terminate upon filing of these Articles with the Florida Department of State.

The street address of the Corporation is 27599 Riverview Center Boulevard, Suite 105, Bonita Springs, FL 34134, and the name of its Registered Agent and address for the Registered Agent is Cohen & Grigsby, P.C., 27200 Riverview Center Boulevard, Suite 309, Bonita Springs, Florida 34134.

#### **ARTICLE X**

The Association shall indemnify and hold harmless the officers and members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto as well as any other legal proceeding (or settlement or appeal of such proceeding) to which they may be a party because of their being or having been a Director or Officer of the Association from and against all costs, legal fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that the officers and Directors may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interest of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- B. A violation of criminal law, unless the Director or officer has no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- C. A transaction from which the Director or officer derived an improper personal benefit.
- D. Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all rights to which a Director or officer may be entitled.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 27 day of January, 2006.

Witnesses:

Theresa A. Mitchell  
Name: Theresa A. Mitchell

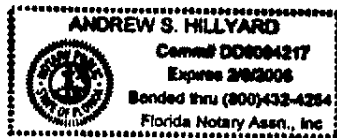
Thad D. Kirkpatrick  
Thad D. Kirkpatrick

Andrew S. Hillyard  
Name: Andrew S. Hillyard

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2006, by Thad D. Kirkpatrick. He is personally known to me.

NOTARY PUBLIC:



(Sign) Andrew S. Hillyard  
(Print) Andrew S. Hillyard  
STATE OF FLORIDA AT LARGE (SEAL)  
My Commission Expires:



Acceptance of Designation  
Registered Agent/Registered Office

I, the undersigned person, having been named as registered agent and to accept service of process for the above-stated corporation at the place designated in this statement, hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of any duties, and I am familiar with and accept the obligations of my position as registered agent.

Cohen & Grigsby, P.C.

By:   
Print name: Thad D. Kirkpatrick

Dated: January 27, 2006

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06 JAN 31 PM 1:48  
CLERK OF STATE  
TALLAHASSEE, FLORIDA