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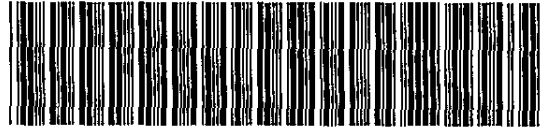
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TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 11, 2006

REBECCA J. SMITH
2411 MANATEE AVENUE WEST, UNIT 1
BRADENTON, FL 34205

SUBJECT: THE MORGAN BUILDING OWNERS ASSOCIATION, INC.
Ref. Number: W06000017012

We have received your document for THE MORGAN BUILDING OWNERS ASSOCIATION, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as Registered Agent.")

The registered agent must sign accepting the designation.

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) 245-6962.

Valerie Herring
Document Specialist
New Filing Section

Letter Number: 006A00024375

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TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
THE MORGAN BUILDING OWNERS ASSOCIATION, INC.**

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 6717, Florida Statutes, as amended, and certify as follows:

**ARTICLE I.
NAME**

The name of the corporation shall be THE MORGAN BUILDING OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

**ARTICLE II.
INITIAL REGISTERED OFFICE AND AGENT**

2.1 The street address of the initial registered office of this corporation is the following address:

2411 Manatee Avenue West
Unit 1
Bradenton, Florida 34205

2.2 The name of the initial registered agent of this corporation at that address is Rebecca J. Smith.

**ARTICLE III.
PURPOSE**

3.1 Purpose: The purpose for which the Association is organized is to provide an entity pursuant to Section 718.11 of the Condominium Act of the Florida Statutes, as amended, for the operation of The Morgan Building, a Commercial Condominium.

3.2 Distribution of Income: The Association shall make no distribution of income to its members, directors or officers.

3.3 To operate and maintain the Surface Water Management System facilities located upon or otherwise pertaining to the properties comprising The Morgan Building, a Commercial Condominium, including without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention- areas, pond, lakes, floodplain compensation areas, wetland and any associated buffer areas and wetland mitigation areas.

**ARTICLE IV.
MEMBERSHIP**

Members of the Association shall be qualified in the manner set forth in the By-laws of the Association.

**ARTICLE V.
POWERS**

5.1 Common Law and Statutory Power: The Association shall have all of the common law and statutory powers of a corporation not-for-profit and for a condominium association under the provisions of Florida

Statutes Chapter 718 as the same may be amended from time to time.

5.2 Specific Powers: The Association shall have all of the powers and duties set forth Condominium Act of the State of Florida, except as limited by these Articles of Incorporation, and by the Declaration of Condominium of The Morgan Building, a Commercial Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to such Declaration, as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members as Unit Owners to pay all costs, expenses and Losses of the Association and to make special assessments against members as Unit Owners for unpaid fees, fines or for maintenance or repair which is the responsibility of the Unit Owner.
- (b) To use the proceeds of assessment in the exercise of its powers and duties,
- (c) To maintain, repair and operate the Condominium Property which shall include the irrevocable right to access to each unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any of the common elements therein, that may be necessary to prevent damage to the common elements, or to another unit or units.
- (d) To purchase insurance upon the Condominium Property, and insurance for the protection of the Condominium and its members as Unit Owners.
- (e) To reconstruct the improvements after casualty and to further improve the property.
- (f) To make and amend reasonable regulations respecting the use of the property in the Condominium.
- (g) To approve or disapprove the transfer, mortgage, ownership and leasehold of property in the Condominium and the By-Laws of the Association
- (h) To enforce by legal means the provisions of the laws of the State of Florida, the Declaration of Condominium, these Articles, the By-Laws of the Association, and the Regulations for the use of the property in the Condominium.
- (i) To levy fines for violation of approved Association rules and regulations, or violations of the provisions of the Declaration of Condominium, these Articles or by By-Laws, all as set forth in the By-Laws.
- (j) To contract for the management of the Association and to delegate to such contractor all powers and duties of the Association, except as are specifically required by the Declaration of Condominium to have the approval of the Directors of the membership of the Association.
- (k) To employ personnel for reasonable compensation to perform the services required for the proper administration and operation of the purposes of the Association.
- (l) To pay taxes and assessments which are liens against any part of the Association, other than the individual units; unless the individual units are owned by the Association, and the appurtenances thereto, and to assess the same against any unit and the owner of the unit which is subject to such liens.
- (m) To enter into agreements whereby it acquires leasehold memberships and other possessor or use interest in the lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use benefits of

the Unit Owners.

- (n) To purchase or lease a Unit or Units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage and convey the same.

5.3 Assets held in Trust: All funds and the title of any 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, these Articles of Incorporation and the By-Laws of the Association.

5.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the state of Florida, the Declaration Of Condominium, these Articles and the By-Laws of the Association.

ARTICLE VI.

MEMBERS

6.1 Members: The members of the Association shall consist of all of the record owners of units in The Morgan Building, a Commercial Condominium.

6.2 Change of Membership: After receiving approval of the Association, required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, 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 owner designated by such instrument thereby becomes a member of the Association and the membership of the prior owner is thereby terminated.

6.3 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.

6.4 Voting: The owner of each Unit shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VII.

DIRECTORS

7.1 Board of Administration: The affairs of the Association shall be managed by a Board of Administration consisting of Directors to be appointed in accordance with the provisions of this Article VII and the By-Laws. The Directors shall be members of the Association, except as otherwise provided herein.

7.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the By-Laws of the Association.

7.3 First Election of Directors: The first election of Directors shall not be held until such time as the members in the Association are entitled to elect a Director as provided in the Declaration and the laws of the State of Florida.

7.4 First Board of Directors: The initial Board of Directors shall consist of one member, named below, who shall serve until his successors are elected and have qualified by the members of the Association in accordance with the terms of these Articles and the By-Laws. At such time as both of the Units of The Morgan Building, a Commercial Condominium shall be sold with transfer of fee simple title, the Board shall thereupon and thereafter consist of a number of Directors to be determined and elected by members in accordance with the provisions of these Articles and the By-Laws, but not less than one (1) Director nor more than two (2) Directors. Any vacancy occurring in the Board prior to the first election shall be filled by the remaining Directors.

ARTICLE VIII.
OFFICERS

8.1 Officers: The affairs of the Association shall be administered by officers designated in the By-Laws of the Association. The officers shall be elected by the Board of Administration at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board of Administration. The initial officers who shall serve until the first meeting following the annual meeting of the Association shall be the following persons:

Rebecca J. Smith, President and Secretary

ARTICLE IX.
INDEMNIFICATION

9.1 Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonable incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding 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 at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful and wanton malfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement; the indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

9.2 The Board of Administration of the Association may purchase liability insurance to insure all Directors, officers, agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

ARTICLE X.
BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Administration and may be altered, amended or rescinded in the manner provided by the By-Laws and the Declaration of Condominium.

ARTICLE XI.
AMENDMENTS

11.1 Amendments: Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner subject to any provisions pertaining to Amendments in the Declaration of Condominium.

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

(b) A Resolution for the adoption of a proposed Amendment may be proposed either by the Board of Administration or by a member of the Association. A proposed Amendment must be approved by not less than a majority vote of the Association.

Directors and members not present, in person or by proxy, at the meeting considering the Amendment, may express their approval in writing providing such approval is delivered to the Secretary prior to the commencement of the meeting.

11.2 Alternative: In the alternative, an Amendment may be made by an Agreement signed and acknowledged by all of the record owners of the lots or units in the manner required for execution of a deed.

11.3 Limitation on Amendments: No Amendments shall make any changes in the qualification for membership, nor the voting rights of members, without the approval in writing by all members and the joiner of all

record owners of the mortgages upon the Association. No Amendment shall be made which is in conflict with laws of the State of Florida or the Declaration of Condominium.

11.4 Certification: A copy of each Amendment shall be certified by the Secretary of State and recorded in the Public Records of Manatee County, Florida

ARTICLE XII.
TERM

The term of the Association shall be perpetual unless terminated in accordance and compliance with applicable provisions of Florida Statutes Chapter 617. In the event of dissolution of the Association, the control or right of access to and upon all properties containing the Surface Water Management System facilities, as described in Section 3, above, shall be conveyed or dedicated to an appropriate governmental unit or public utility for proper control and maintenance of those facilities; and in the event that such control and right of access is not accepted by a governmental unit or public utility then the Surface Water Management System facility shall be conveyed to a non-profit corporation similar to the Association for purposes of control and maintenance.

ARTICLE XIII.
SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Rebecca J. Smith, 2411 Manatee Avenue W., Bradenton, FL 34205

IN WITNESS WHEREOF, the subscribers hereunto set their hands and seals this 7th day of April, 2006.

REBECCA J. SMITH

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me personally appeared Rebecca J. Smith, to me well known and known to me to be the person who executed the above and foregoing Articles of Incorporation and he acknowledged to me that ho executed the voluntarily for the purposes therein stated.

Witness my hand and official seal this 7th day of April, 2006.


NOTARY PUBLIC

My Commission Expires: October 03, 2008



Paulette E Asbel
My Commission DD362431
Expires October 03, 2008

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

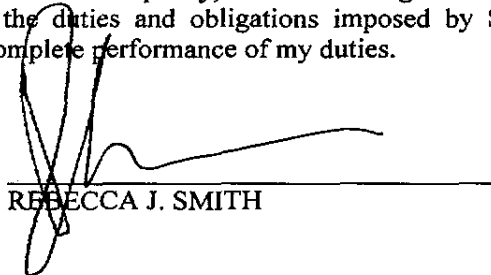
THE MORGAN BUILDING OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at: 2411 Manatee Avenue West, Unit 1, Bradenton, Florida 34205, has named Rebecca J. Smith, whose business office is: 2411 Manatee Avenue West, Unit 1, Bradenton, Florida 34205, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Fla. Stat., relative to the proper and complete performance of my duties.

Date: _____

4/19/06



REBECCA J. SMITH

06 MAY -8 PM 1:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA