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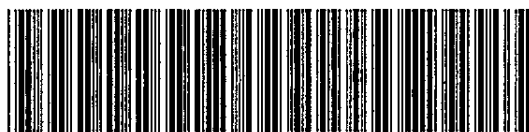
(Business Entity Name)

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MAY 11 2006  
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J. Shivers MAY 11 2006



**McKay Law Firm, P.A.**



**2055 Wood Street**

**Suite 120**

**Sarasota, Florida 34237**

Scott D. McKay, Esq. \*\*  
Telese B. McKay, Esq. \*\*  
\* Admitted in all Florida Federal District Courts  
\* Admitted in the 11<sup>th</sup> Circuit Federal Appellate Courts  
\* Admitted in Minnesota  
\*\* Master of Laws (Real Property Development)

Phone - 941 906 7256  
Fax - 941 330.2233  
Toll Free - 1 800 381 1612  
web - www.mckay-law.com

May 9, 2006

Via: U.S. Mail

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

**Re: Tuscan Ranch Association, Inc. / Articles of Incorporation**

Dear Sir/Madam:

Enclosed please find check # 3012 in the amount of \$78.75 for filing the enclosed Articles of Incorporation and cover letter on behalf of Tuscan Ranch Association, Inc., a new not-for-profit corporation in the State of Florida. As of the date of this letter, Tuscan Ranch Association, Inc. is a corporate name not used by any entity in the State of Florida. Please mail the Certificate of Status to our office when completed. If you have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,

Telese B. McKay, Esq.  
For the Firm  
tmckay@mckay-law.com  
Fax - 941.330.2233

Enclosures: 3

RECEIVED  
MAY 11 11 21:23  
TALLAHASSEE, FLORIDA

**COVER LETTER**

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

SUBJECT: Tuscan Ranch 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: McKay Law Firm, P.A.  
Name (Printed or typed)

2055 Wood St., Ste. 120  
Address

Sarasota, FL 34237  
City, State & Zip

941-906-7256  
Daytime Telephone number

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

**ARTICLES OF INCORPORATION**  
**OF**  
**TUSCAN RANCH ASSOCIATION, INC.**  
**A Corporation Not-for-Profit**

In compliance with the provisions of Chapter 617, Florida Statutes, Incorporator, hereby adopts, subscribes and acknowledges the following Articles of Incorporation for the purposes set forth below. Capitalized terms used in these Articles shall, unless otherwise expressly defined herein, have the meanings given to them in the Declaration (hereinafter defined).

**ARTICLE 1**  
**NAME**

The name of this corporation is Tuscan Ranch Association, Inc. (the "Association").

**ARTICLE 2**  
**ADDRESS OF PRINCIPAL OFFICE & MAILING ADDRESS**

The Association's initial principal office is located at 7935 213<sup>th</sup> Street East, Bradenton, FL 34202, and the Association's initial mailing address is 7935 213<sup>th</sup> Street East, Bradenton, FL 34202.

**ARTICLE 3**  
**PURPOSES AND POWERS**

**3.1 Purpose.** The purpose for which the Association is formed is to provide an entity pursuant to the Condominium Act for the operation of Tuscan Ranch, a condominium (the "Condominium") as a governing association and the managing entity within the meaning of Chapter 718, Florida Statutes (the "Condominium Act") in accordance with the Declaration of Condominium thereof, duly recorded or to be recorded in the Public Records of Sarasota County, Florida, as it may lawfully be amended and/or supplemented from time to time (the "Declaration"), and its exhibits thereto, as they may be lawfully amended and/or supplemented from time to time (collectively the "Condominium Documents").

**3.2 Association Powers and Duties.** The Association shall have all of the common law and statutory powers of a corporation not for profit, including all the powers and duties reasonably necessary or convenient to operate the Condominium and act as its managing entity pursuant to the Condominium Documents except as expressly limited or modified by these Articles, the Condominium Documents or the Condominium Act, as they may hereafter be amended, including but not limited to the following specific powers and duties:

- (a) To levy, collect and enforce Assessments against Members of the Association to defray the cost, expenses and losses of the Condominium, and to use the proceeds of Assessments in exercising the Association's powers and performing its duties.
- (b) To protect, maintain, repair, replace and operate the Condominium Property.
- (c) To purchase insurance upon the Condominium Property for the protection of the Association and its Members.
- (d) To enforce by legal means the provisions of the Condominium Act, the Condominium Documents, and any Rules and Regulations promulgated by the Association.

- (e) To grant, relocate or modify such easements with respect to the Common Elements or otherwise, as may be not inconsistent with the Condominium Documents, upon approval of the Board.
- (f) To enter contracts for the management or maintenance of the Condominium Property, and any other property of the Association, and to delegate any powers and duties of the Association in connection therewith, except such powers or duties as may be expressly required by the Condominium Documents or by applicable law to be exercised by the Board or the Members.
- (g) To employ personnel, including accountants, architects, attorneys, appraisers, surveyors, engineers and other professional personnel, to furnish services required for the operation of the Condominium.
- (h) To borrow money, if reasonably necessary, to carry out the other powers and duties of the Association.
- (i) To adopt, amend and enforce reasonable rules and regulations governing the use of the Condominium and the operation of the Association.
- (j) To enter into agreements, or acquire leaseholds, memberships and other possessory, ownership or use interests in lands or facilities, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners of the Units.
- (k) To reconstruct improvements after casualty, and to further improve the Condominium Property.
- (l) To sue and be sued.
- (m) To acquire, own, hold, improve, maintain, repair, replace, convey, sell, lease, transfer and otherwise dispose of property of any kind or nature.
- (n) To operate, maintain and manage the Surface Water Management System as required by any applicable environmental resource permit issued with respect thereto by the Southwest Florida Water Management District ("SWFWMD"), as provided in the Declaration.
- (o) To exercise such other power and authority to do and perform every act or thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein, and as permitted by the applicable laws of the state of Florida and consistent with the Condominium Documents.

#### **ARTICLE 4 EMERGENCY POWERS**

**4.1 Emergency Powers.** In the event of any emergency as defined in Section (G) below, the Board of Directors may exercise following emergency powers and any other emergency powers allowed by law, including but not limited to, those powers set forth in Florida Statutes, as amended from time to time.

- 
- (a) The Board may name as assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they assist during the period of the emergency, to accommodate the incapacity of any Officer of the Association.
  - (b) The Board may relocate the principal office or designate alternative principal offices or authorize Officers to do so.

**4.2 Emergency Meetings.** During any emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.

**4.3 Actions Taken in Good Faith.** Corporate action taken in good faith during an emergency to further the affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary. Any Officer, Director or employee of the Association acting with a reasonable belief that his/her actions are necessary and lawful in accordance with this Section shall incur no liability for doing so, except in the case of willful misconduct.

**4.4 Hierarchy of Powers.** This emergency Section shall supersede any inconsistent or contrary provisions of the Governing Documents during the period of the emergency.

**4.5 Definition of "Emergency".** For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- (a) a state of emergency declared by local civil or law enforcement authorities;
- (b) a hurricane warning;
- (c) a partial or complete evacuation order;
- (d) federal or state disaster area status; or,
- (e) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as a hurricane, earthquake, tidal wave, tornado, fire, war, civil unrest or act of terrorism.

## **ARTICLE 5 NO DISTRIBUTIONS**

The Association is organized and shall exist on a non-stock basis, does not contemplate pecuniary gain or profit to the Members thereof and is organized and shall exist solely for nonprofit purposes. No dividends shall be paid, and in no event shall the net earnings, income or assets of the Association be distributed to, or inure to the benefit of, its Members, Directors or Officers.

**ARTICLE 6  
TERM**

The period of duration of the Association is perpetual.

**ARTICLE 7  
MEMBERSHIP**

**7.1 Members.** The Members of the Association are all Owners of record legal title to one or more Units in the Condominium, as more fully set out in the Condominium Documents.

**7.2 Membership Privileges.** 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 the Unit. Each Member shall have such rights and privileges, and be subject to such duties, obligations and restrictions, including restrictions governing the transfer of his membership, as are set forth in the Condominium Documents. Each Member shall have such Voting Interests as may be provided in the Condominium Documents.

**ARTICLE 8  
BOARD OF DIRECTORS**

**8.1 Number and Qualifications of Directors.** The affairs of the Association shall be administered by a Board of Directors comprised of at least three (3) but no more than seven (7) persons, with the exact number to be determined as provided in the Bylaws; provided, however, that the Board shall at all times be comprised of an odd number of Directors. Provisions regarding the qualification, election, term, removal and resignation of Directors shall be set forth in the Association's Bylaws.

**8.2 Initial Directors.** The initial Board of Directors shall consist of the following members and shall serve until such time as Developer appoints replacement Directors or until their successors have been qualified and duly elected by the members of the Association in the manner provided in the Bylaws:

George Frudakis	7935 213 <sup>th</sup> Street East Bradenton, FL 34202
Felipe Barron	1592 N. Batavia Street Orange, CA 92867
Bernie Pichon	1592 N. Batavia Street Orange, CA 92867

**ARTICLE 9  
OFFICERS**

The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such additional Officers as the Board of Directors may deem necessary or appropriate from time to time. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each newly constituted Board, and shall serve at the pleasure of the Board.

**ARTICLE 10  
MANNER OF ELECTION**

The Bylaws attached to the Declaration shall provide the manner in which the Directors and Officers are elected and/or appointed.

**ARTICLE 11  
INDEMNIFICATION**

To the extent permitted by law, the Association shall indemnify and hold harmless every Director, Officer, Committee member and agent of the Association (collectively "Indemnified Party") against all expenses and liabilities, including attorneys fees, actually and reasonably incurred or imposed in connection with any legal proceeding, or settlement or appeal of such proceeding to which the Indemnified Party may be made a party because of being or having been, a Director, Officer, Committee Member or agent of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of such Indemnified Party were material to the cause adjudicated and involved one or more of the following:

- (a) willful misconduct or a conscious disregard for the best interests of the Association; or,
- (b) a violation of criminal law, unless the Indemnified Party had no reasonable cause to believe the action was unlawful; or,
- (c) wrongful conduct by an Indemnified Party who was appointed by the Developer in a proceeding brought by or on behalf to the Association; or,
- (d) an act or omission which was committed in bad faith or with malicious purpose, or any manner exhibiting wanton or willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a Member.

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

**ARTICLE 12  
AMENDMENTS**

Amendments to these Articles may be adopted as follows:

**12.1 Developer Amendments.** During the time that the Developer has the right to amend the Declaration, the Developer may amend these Articles in any manner that is not prohibited by law.

**12.2 Member Amendments.** Amendments to the Articles may be proposed by a majority of the Board, or upon written petition to the Board signed by Owners of not fewer than twenty-five (25%) percent of the Units. Any amendment to these Articles so proposed by the Board or Members shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. Except as otherwise provided by law, a proposed



amendment to these Articles shall be adopted if approved by a majority of the total Voting Interests at the annual or special meeting called for that purpose, or if approved in writing by a majority of the Voting Interests without a meeting, provided that notice of any proposed amendment has been given to the Members and that the notice contains the text of the proposed amendment.

**12.3 Recording Amendments.** An amendment which is duly adopted pursuant to this Article shall be effective upon the filing with the Florida Department of State and subsequently recording a certified copy thereof in the Public Records of Sarasota County, Florida.

### **ARTICLE 13 INCORPORATOR**

The name and address of the Incorporator is George Frudakis, Sole Manager, 7935 213<sup>th</sup> Street East, Bradenton, FL 34202.

### **ARTICLE 14 INITIAL REGISTERED OFFICE AND AGENT**

The address of the initial registered office and agent of the Association shall be Scott D. McKay, Esq., c/o McKay Law Firm, P.A., 2055 Wood Street, Suite 120, Sarasota, FL 34237.

### **ARTICLE 15 DISSOLUTION**

In the event of termination, dissolution or final liquidation of the Association, all property interests of the Association with respect to the Surface Water Management System, as well as responsibility for the operation and maintenance of the Surface Water Management System, shall be conveyed and transferred to an appropriate agency of local government, and that if not accepted, then all such property interests of the Association in the Surface Water Management System shall be dedicated to a similar non-profit corporation.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Incorporator does hereby cause these Articles of Incorporation to be signed this 4 day of MAY, 2006.

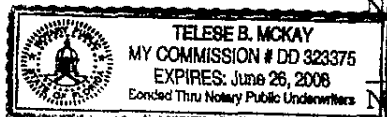
Tuscan Ranch Association, Inc.

*[Handwritten Signature]*

By: George Frudakis, Sole Manager

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of MAY, 2006, by George Frudakis, as Sole Manager of Tuscan Ranch Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.



*[Handwritten Signature]*  
Notary Public

Notary Public Printed Name

State of Florida

My commission expires:

**ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT**

Telese B. McKay, Esq. of McKay Law Firm, P.A. having been designated as the registered agent for Tuscan Ranch Association, Inc., hereby agrees to act in such capacity and acknowledges that he is familiar with, and accepts, the obligations of such position.

McKay Law Firm, P.A.

*[Handwritten Signature]*

By: Telese B. McKay, Esq.

RECORDED  
MAY 11 2006  
11:28  
SARASOTA COUNTY FLORIDA