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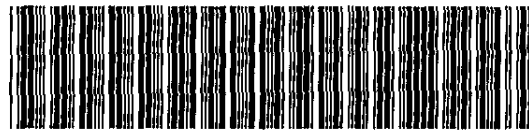
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TALLAHASSEE, FLORIDA

CB 5-15-06



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 102820 4355221

AUTHORIZATION

*Spuddean*

COST LIMIT : \$ 78.75

ORDER DATE : May 12, 2006

ORDER TIME : 9:20 AM

ORDER NO. : 102820-005

CUSTOMER NO: 4355221

DOMESTIC FILING

NAME: THREE OAKS PROFESSIONAL CENTER  
CONDOMINIUM ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Cindy Harris - EXT. 2937

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

**ARTICLES OF INCORPORATION**

**OF**

**THREE OAKS PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC.**

FILED

06 MAY 12 PM 12:57

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a corporation under the Florida Not for Profit Corporation Act, hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**NAME**

The name of the corporation shall be **THREE OAKS PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation will be referred to in this instrument as the "Association."

**ARTICLE II**

**PRINCIPAL OFFICE**

The principal place of business and mailing address of this corporation shall be 2935 20th Street, Vero Beach, Florida 32960.

**ARTICLE III**

**PURPOSE**

The specific purpose for which the corporation is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, for the operation of a condominium erected upon the following lands in Indian River County, Florida:

LOT 1 of Gracewood Subdivision as Recorded in Plat Book 14, Pages 32 and 32A of the Public Records of Indian River county, Florida.

Together with the an easement as set forth on the Plat of Gracewood Subdivision, as recorded in Plat Book 14, Pages 32-32A, of the Public Records of Indian River County, Florida as described as follows: The South 50 feet of the East 50 feet of Lot "A" of Re-plat of lots 2 and 3, Giltogra Park Subdivision, as recorded in Plat Book 2, Page 33, Public Records of Indian River County, Florida.

**ARTICLE IV**

**BOARD OF DIRECTORS**

A. **NUMBER AND QUALIFICATIONS.** The business and affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Association, but

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in no event shall there be less than three (3) Directors. Members of the Initial Board of Directors need not be Members of the Association. Each of the members of all succeeding Boards shall be Members of the Association or shall be authorized representatives, officers or employees of a corporate or other entity Member of the Association, except for those Directors appointed by the Developer.

B. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Declaration, these Articles, the Bylaws and the Condominium Act shall be exercised as provided in said Condominium Documents and the Condominium Act.

C. ELECTION; REMOVAL. Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. TERM OF INITIAL DIRECTORS. The Developer shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws.

E. INITIAL DIRECTORS. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws are as follows:

<u>Name</u>	<u>Address</u>
Roy H. (Hal) Lambert, Jr.	2935 20th Street, Vero Beach, Florida 32960
Philip A. Lambert	2935 20th Street, Vero Beach, Florida 32960
Ronald S. Lambert	2935 20th Street, Vero Beach, Florida 32960

#### **ARTICLE V** **TRANSACTION IN WHICH DIRECTORS OR** **OFFICERS ARE INTERESTED**

No contract or transaction between the Association and one or more of its Directors or Officers of any other corporation, partnership, association or other organization in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

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Similarly, no contract or transaction between the Association and any other corporation, partnership, association or organization in which one or more of the Officers or Directors of this Association may be an employee or have another affiliated relationship shall be invalid, void, or voidable solely because the Officer or Director of this Association serves as an Officer, Director, employee, principal or is otherwise affiliated with said corporation, partnership, association or other organization which is entering into a contract or transaction with the Association.

## **ARTICLE VI**

### **OFFICERS**

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association 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 Bylaws may provide for the removal of Officers, for filling vacancies and for the duties of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Ronald S. Lambert
Secretary:	Roy H. (Hal)Lambert, Jr.
Treasurer:	Philip A. Lambert

## **ARTICLE VII**

### **MEMBERSHIP AND VOTING**

A. MEMBERSHIP. Every person or entity who is an Owner as defined in the Declaration shall be a Member of the Association. Any person or entity who holds an interest in any Unit merely as security for the performance of an obligation shall not be a Member of the Association unless and until such holder of a security interest acquires title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Each Owner shall become a Member of the Association upon title to the Unit being conveyed by deed or by operation of law to such Owner and upon the recording of said deed among the Public Records of Indian River County, Florida, or upon a transfer of title by operation of law. Transfer of membership shall be established by the recording among the Public Records of Indian River County, Florida, of a warranty deed or other instrument establishing a record title to a Unit, the Owner or Owners designated by such instrument thereby becoming a Member or Members of the Association and the membership of the prior Owner or Owners thereupon being terminated.

B. VOTING. All votes shall be cast by Members in accordance with the Bylaws as the same may be amended from time to time.

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**ARTICLE VIII**  
**AMENDMENT**

Amendments to these Articles may be made in the same manner as amendments to the Declaration.

**ARTICLE IX**  
**BYLAWS**

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

**ARTICLE X**  
**ASSOCIATION 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 his Unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium and the Bylaws.

**ARTICLE XI**  
**INDEMNIFICATION**

A. To the extent permitted by applicable law:

INDEMNITY. The Association shall indemnify, hold harmless and defend any person (hereinafter referred to as "Indemnitee") who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, including those selected, appointed, or elected by the Developer, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding - by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. **AGREEMENT TO DEFEND.** To the extent that a Director, Officer, employee or agent of the Association is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director, Officer, employee or agent of the Association, including those selected, appointed, or elected by the Developer, the Association hereby agrees to defend and provide counsel to such Indemnatee and shall advance all attorneys' fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Association shall advance such retainers, as well as having full responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the pendency of any action, suit or proceeding or in advance of same in the event such action, suit or proceeding is threatened. The Indemnatee shall have the right of reasonable approval of any attorneys proposed to represent said Indemnatee. The agreement to defend provided for in this section shall be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Articles and Bylaws of the Association, the Declaration and as elsewhere provided by law.

C. **EXPENSES.** To the extent that a Director, Officer, employee or agent of the Association including those selected, appointed, or elected by the Developer, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses including attorneys' fees and appellate attorneys' fees actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XI shall be fully assessable against Owners as Common Expenses of the Association.

D. **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 proceeding, as provided hereinabove, by or on behalf of the affected Director, Officer, employee or agent, including those selected, appointed or elected by the Developer, to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XI, in which event, the Indemnatee shall reimburse the Association for all attorneys' fees and costs advanced by it on behalf of the Indemnatee.

E. **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 the Members, Florida law, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent, including those selected, appointed, or elected by the Developer, and shall inure to the benefit of the heirs and personal representatives of such person.

F. **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, including those selected, appointed, or elected by the Developer, 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 status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

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

## **ARTICLE XII**

### **SELF DEALING, VALIDITY OF AGREEMENT**

### **AND WAIVER OF CLAIMS**

A. SELF DEALING. No contract, agreement or undertaking of any sort between or among the Association, Directors, Officers, Members or the Developer shall be invalidated or affected by reason that any of them are financially interested in the transaction or that they are employed by Developer.

B. VALIDITY OF AGREEMENT. No contract, agreement or undertaking of any sort between the Association and any entity or individual shall be invalidated or affected by reason that the Association, its Directors, Officers, the Developer, its agents or employees hold a financial interest in or with the individual or entity.

C. WAIVER OF CLAIMS. To the extent permitted by applicable law, by acquisition of title to a Unit, or any interest therein, within the Condominium Property, each and every individual or entity thereby waives any claim for damages or other relief founded in tort, contract, equity or otherwise arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase or thereafter against the Association, its Directors, Officers, Members, the Developer, its agents or employees.

## **ARTICLE XIII**

### **DISSOLUTION**

The Association may be dissolved by a unanimous vote of the Members at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting, and that so long as the Developer owns one (1) or more Units in the Condominium Property, the Developer's written consent to the dissolution of the Association must first be obtained. In the event of the dissolution of this Association or any successor entity hereto, all Association property and maintenance obligations attributable to the Association shall be transferred to a successor entity.

## **ARTICLE XIV**

### **INITIAL REGISTERED AGENT AND STREET ADDRESS**

The name and Florida street address of the initial registered agent is Philip A Lambert, 2935 20th Street, Vero Beach, Florida 32960.



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**ARTICLE XV**  
**INCORPORATOR**

The name and address of the Incorporator to these Articles of Incorporation is Philip A. Lambert, 2935 20th Street, Vero Beach, Florida 32960.

**ARTICLE XVI**  
**POWERS**

The powers of the Association shall include and be governed by the following provisions:

- A. The Association shall have all of the common law and statutory powers of a corporation, not for profit, that are not in conflict with the terms of these Articles.
- B. The Association shall have all of the powers and duties set forth in the Condominium Act, Chapter 718, Florida Statutes, except as limited by these Articles and the Declaration of Condominium for Three Oaks Professional Center Condominium. In addition, the Association shall have all of the powers and duties reasonably necessary to operate said condominium pursuant to its Declaration of Condominium, as it may be amended from time to time, including, but not limited to the following:
1. To make and collect assessments against Condominium Unit Owners to defray the costs, expenses and losses of the Condominium.
  2. To use the proceeds of assessment in the exercise of its powers and duties.
  3. To maintain, repair, replace and operate the condominium properties.
  4. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.
  5. To reconstruct improvements after casualty and to further improve the condominium properties.
  6. To make and amend reasonable regulations respecting the use of the condominium properties.
  7. To approve or disapprove the transferring, leasing, mortgaging and ownership of condominium units as may be provided by the Declaration of Condominium and the Bylaws of the Association.
  8. To enforce by any legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations of the Association for the use of the condominium properties.

9. To institute, maintain, settle or appeal legal actions or hearings in its name on behalf of all unit owners concerning matters of common interest.

10. To contract for the management and operation of the condominium, including its common elements; and to thereby delegate, as may be allowed by law, all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the members of the Association.

11. To employ personnel to perform the services required for the proper management and operation of the condominium.

C. All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the Declaration of Condominium, and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

D. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws of the Association.

Philip A. Lambert  
Philip A. Lambert, Incorporator

5/11/06  
Date

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I 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 my duties, and I am familiar with and accept the obligations of my position as registered agent.

Philip A. Lambert  
Philip A. Lambert, Registered Agent

5/11/06  
Date