

To: +1 (850) 205-0381  
Subject: 000399.52375

From: Ricky Soto

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FLORIDA PROFIT/NON PROFIT CORPORATION

WKM NORTHGATE CONDOMINIUM ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION**

of

**WKM NORTHGATE CONDOMINIUM ASSOCIATION, INC.**

I, the undersigned, by and under the provisions of statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit, do hereby declare as follows:

**ARTICLE I. NAME OF CORPORATION**

The name of this corporation shall be WKM NORTHGATE CONDOMINIUM ASSOCIATION, INC. (the "Association").

**ARTICLE II. ADDRESS**

The street address of the initial principal office of the corporation shall be c/o Charles W. Keller, 744 Highland Avenue, Orlando, FL 32802. The corporation may change its principal office from time to time as permitted by law.

**ARTICLE III. PURPOSES OF CORPORATION**

The Association is not being organized for pecuniary purposes or financial gain, and no part of the Association's assets, income, profit or net earnings shall be distributed to or inure to the benefit of its members, directors, officers, or any private persons. Reasonable compensation, however, may be paid for services rendered for the Association in furtherance of one or more of its purposes. The purpose of the Association is to maintain, operate, preserve and manage, the condominium known as WKM NORTHGATE CONDOMINIUM (the "Condominium"), located at 1535 Northgate Boulevard, Sarasota, FL 34234, and to perform all acts provided in the Declaration of Condominium thereof (the "Declaration") and in the Florida Condominium Act, Chapter 718, Florida Statutes (the "Condominium Act"). The Condominium is being developed and sold by WKM PROPERTIES LLC, a Florida limited liability company (the "Developer").

**ARTICLE IV. POWERS**

The Association shall have all statutory powers of a corporation not for profit, as set forth in the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes (the "Not-for-Profit Corporation Act"), and all statutory powers of an association, as set forth in the Condominium Act, consistent with these Articles and the Declaration. Without limiting the generality of the foregoing, the Association shall have the following powers:

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- (a) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined in the Declaration;
- (b) to acquire (by gift, purchase, lease, or otherwise), own, hold, improve, build upon, operate, maintain, replace, repair, remodel, demolish, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of, any real property (whether or not contiguous to the Condominium property) or personal property;
- (c) to fix, levy, collect, and enforce payment of, by any lawful means, all charges or assessments and assessment liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (d) to borrow money, and with the consent of two-thirds (2/3<sup>rd</sup>) of its members, to mortgage, pledge, or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred;
- (e) to make reasonable Rules and Regulations respecting the use of any property or facilities over which the Association may have control or jurisdiction, and to provide penalties for the violation of any such Rules and Regulations;
- (f) to contract for the management and/or maintenance of the Condominium property (or such other properties or improvements as may be placed under the Association's jurisdiction by the Declaration or the Board of Administration) and to delegate in such contract all powers and duties of the Association, except as are specifically required by the Declaration to have approval of the Association's membership;
- (g) to employ such legal counsel, accountants and other agents or employees for reasonable compensation as may be deemed necessary for the protection and furtherance of the interests of the Association and of its members; and
- (h) to purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as Unit Owners.

#### ARTICLE V. MEMBERS

Every Unit Owner shall be a member of the Association. The term "Unit Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Condominium. The Developer shall be a member of the Association so long as the Developer owns any Unit in the Condominium. Membership shall terminate

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automatically and immediately at the time a member's vested interest in the fee title terminates, except that upon the termination of the Condominium, the membership of a Unit Owner who conveys his or her Unit to the trustee as provided in the Declaration shall continue until the trustee makes a final distribution of such unit's share of the funds collected and held by the trustee.

After the Association approves any conveyance of a Unit, as provided in the Declaration, the change of membership in the Association shall be evidenced in the Association records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance. In the event of death of any Unit Owner, his or her membership shall be automatically transferred to his or her heirs or successors-in-interest. 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.

Prior to the recording of the Declaration, the subscriber hereto shall constitute the sole member of the Association.

#### ARTICLE VI. VOTING RIGHTS

The voting rights of each unit shall be determined on an equal fractional basis. That is, each Unit shall be entitled to one (1) vote. When more than one person owns a Unit in the Condominium, the vote for that Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Unit, and the vote shall not be divided among the owners of any one Unit. If one owner owns more than one Unit, such owner shall have the one vote for each Unit owned. If Units are joined together and occupied by one owner, such owner shall have a separate vote for each Unit owned.

#### ARTICLE VII. EXISTENCE

The Association shall exist perpetually until dissolved and terminated according to law.

#### ARTICLE VIII. REGISTERED OFFICE AND REGISTERED AGENT

The street address of the Association's initial registered office, and the name of the Association's initial agent at that address, shall be Charles W. Keller, 744 Highland Avenue, Orlando, FL 32802.

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#### ARTICLE IX. BOARD OF ADMINISTRATION

The business and affairs of the Association shall be conducted by a Board of Administration (the "Board of Administration"), which shall consist of not less than three (3) directors, as shall be elected or appointed in the manner set forth in the ByLaws. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the ByLaws. The names and mailing addresses of the initial directors serving on the Board of Administration are as follows:

<b>Name:</b>	<b>Address:</b>
Charles W. Keller	744 Highland Avenue Orlando, FL 32802
Bruce D. McAllister	1400 Green Cove Road Winter Park, FL 32789
James H. Wade, Jr.	7 West Main Street, Suite 1000 Apopka, FL 32703

#### ARTICLE X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every officer and director from and against any and all judgments, liabilities, settlement costs, reasonable legal fees and expenses incurred by or charged to any such person by reason of the fact that he or she is or was a director or officer of the Association (whether or not he or she is a director or officer of the Association at the time such expenses are incurred), to the maximum extent permitted by the Not-for-Profit Corporation Act and the Condominium Act. In furtherance thereof, the Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

#### ARTICLE XI. RIGHTS OF DEVELOPER

As more particularly set forth in Section 301 of the Condominium Act, the Developer shall have the right to appoint all of the directors of the Association (which directors need not be Unit Owners), subject to the following:

1. When fifteen percent (15%) or more of the Units in the Condominium are conveyed to Unit Owners other than Developer, such Unit Owners shall be entitled to elect not less than one-third (1/3) of the directors.
2. Unit Owners other than Developer shall be entitled to elect not less than a majority

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of the directors upon the occurrence of the earliest of the following:

- (a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners other than Developer;
- (b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners other than Developer;
- (c) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to Unit Owners other than Developer, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- (d) When some of the Units have been conveyed to Unit Owners other than Developer and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or
- (e) Seven (7) years after recordation of the Declaration in the Public Records of Sarasota County, Florida.

3. When Developer no longer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Association, Unit Owners other than Developer shall be entitled to elect all of the directors.

4. Any director appointed by Developer may be removed and replaced by Developer at any time, subject only to the foregoing rights of the Unit Owners.

#### ARTICLE XII. BYLAWS

The first ByLaws of the Association shall be adopted by the Board of Administration and may be altered, amended or rescinded in the manner provided in such ByLaws.

#### ARTICLE XIII. SUBSCRIBERS

The name and street address of the subscribing incorporator to these Articles of Incorporation is as follows:

Charles W. Keller

744 Highland Avenue  
Orlando, FL 32802

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#### ARTICLE XIV. AMENDMENT

These Articles of Incorporation may be amended as provided by the "Not-for-Profit Corporation Act; provided, however, that any such amendment shall be approved by at least fifty-one percent (51%) of the voting interests of the Association and by a majority of the Board of Administration.

#### ARTICLE XV. DEFINITIONS

All capitalized terms used in these Articles, without being expressly defined herein, shall have the meanings ascribed to such terms as set forth in the Declaration.

IN WITNESS WHEREOF, I, the undersigned subscriber hereby adopt these Articles of Incorporation, and hereunto set my hand and seal this 22 day of May, 2006.

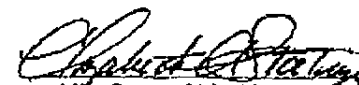
  
CHARLES W. KELLER

STATE OF FLORIDA  
COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this 22 day of May, 2006, by CHARLES W. KELLER. He is personally known to me or has produced a driver's license or as identification.



Elizabeth A. Stalvey  
My Commission 00123760  
Expires July 26, 2008

  
Notary Public, State of Florida at Large

Name:

My commission expires: July 26, 2006

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**ACCEPTANCE BY REGISTERED AGENT**

The undersigned hereby accepts designation as registered agent of the foregoing corporation. The undersigned is familiar with, and accepts, the obligations of that position.

Dated this 23 day of May, 2006.

  
CHARLES W. KELLER

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