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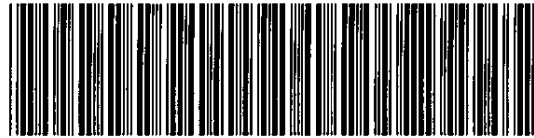
\_\_\_\_\_  
(Business Entity Name)

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DIVISION OF CORPORATIONS  
06 JUL -3 PM 4:29

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## COVER LETTER

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

SUBJECT: CENTURY PARK OF ST. AUGUSTINE CONDOMINIUM ASSOC. 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: Henry Christopher Cagle  
Name (Printed or typed)

1100-4 Ponce de Leon Blvd.  
Address

St. Augustine Florida, 32084  
City, State & Zip

904-669-3099  
Daytime Telephone number

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

**ARTICLES OF INCORPORATION  
OF  
CENTURY PARK OF ST. AUGUSTINE  
CONDOMINIUM ASSOCIATION, INC.**

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DIVISION OF CORPORATIONS  
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I, the undersigned natural person competent to contract, associate myself for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes (2005), and certify as follows:

**ARTICLE ONE: NAME**

The name of the corporation is Century Park of St. Augustine Condominium Association, Inc. ("the Association"). For convenience, these Articles of Incorporation shall be referred to in this instrument as the "Articles," and the By-Laws of Century Park of St. Augustine Condominium Association, Inc. as the "By-Laws." All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Condominium for Century Park of St. Augustine, a condominium, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Clerk, Circuit Court, in and for St. Johns County, Florida (the "County"), as it may be modified and supplemented from time to time. The Declaration, Articles, and Bylaws are collectively the "Governing Documents".

**ARTICLE TWO: PURPOSE**

The purposes and objectives of the corporation are such as are authorized under the Florida Condominium Act, Chapter 718, Florida Statutes (2005), and the Florida Corporation Not-for-Profit Act, Chapter 617, Florida Statutes (2005), as they may be amended from time to time, and include providing for the operation, maintenance, preservation, administration, and management of Century Park of St. Augustine, a condominium, located in St. Johns County, Florida ("the Condominium"), and the property of the Association ("the Property").

**ARTICLE THREE: POWERS**

In addition to the general powers afforded a corporation not-for-profit under the laws of the State of Florida, the Association shall have all the powers reasonably necessary to implement the purpose of this Association, including without limitation the following powers:

1. To operate and manage the Property, the Condominium, and the lands on which it is situated.
2. To carry out all the powers and duties vested in the Association pursuant to the Declaration, Bylaws, and any rules and regulations of the Association, which shall include without limitation:

a. to make and collect assessments against members to defray the costs, expenses and losses of the Association;

b. to use the proceeds of assessments in the exercise of its powers and duties;

c. to maintain, repair, replace and operate the Property;

d. to reconstruct improvements after casualty and to further improve the Property;

e. to make and amend regulations respecting the use of the Property;

f. to enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the rules and regulations for the use of the Property promulgated by the Board of Administration from time to time ("the Rules and Regulations");

g. to contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

h. to purchase insurance upon the Property and insurance for the protection of the Association and its members as Unit Owners;

i. to acquire title to property or otherwise hold, convey, lease and mortgage Association property for the use and benefit of its members.

j. to operate, maintain, and manage the Surface Water or Stormwater Management System described in the Declaration in a manner consistent with the St. Johns River Water Management District permit no. **42-109-96070-3** requirements and applicable District rules, and to assist the enforcement of the Declaration which relate to the Surface Water or Stormwater Management System; and

k. to levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the Surface Water or Stormwater Management System.

3. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon nonprofit corporations of a similar character by the

provisions of Chapter 617, Florida Statutes (2005), and as may be amended from time to time to do any and all things necessary to carry out its purposes.

4. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations formed to operate condominiums under the provisions of Chapter 718, Florida Statutes (2005), and as may be amended from time to time.

5. No compensation shall be paid to Directors for their services as Directors. However, compensation may be paid to a Director in his or her capacity as an employee or for other services rendered to the Association outside of his or her duties as a Director. In such case, compensation must be approved by the other members of the Board. The Directors shall have the right to set and pay all salaries or compensation to be paid to employees, agents, or attorneys for services rendered to the corporation.

6. All funds and the title to all property acquired by this Association and the proceeds thereof shall be held in trust for the owners of the Condominium Parcels in accordance with the provisions of the Declaration, these Articles and the Bylaws.

7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws and Rules and Regulations.

#### **ARTICLE FOUR: MEMBERS**

Each Condominium Parcel shall have as an appurtenance thereto a membership or memberships in the Association, which shall be held by the Owner or Owners of the Condominium Parcel. No person or entity holding title to a Condominium Parcel as security for the performance of an obligation, shall acquire the membership appurtenant to such Condominium Parcel by virtue of such title ownership. Membership shall be established in the manner described in the Bylaws. In no event may any membership be severed from the Condominium Parcel to which it is appurtenant. The voting rights of members are set forth in the Bylaws and Declaration. Membership shall terminate automatically and immediately as a Member's interest in the record legal title terminates. The transfer of the membership of any Unit Owner shall be established by the recording in the public records of St. Johns County of a deed or other instrument establishing a transfer of record title to any Unit(s) for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Unit. It shall be the responsibility and obligation of the former and new Owner of the Unit to provide such copy to the Association.

#### **ARTICLE FIVE: DURATION**

The period of the duration of the corporation is perpetual, unless the Association is terminated pursuant to the provisions of the Declaration.

#### **ARTICLE SIX: SUBSCRIBER**

The name and address of the subscriber to these Articles is:

**Name**

**Address**

Henry Christopher Cagle

1100-4 Ponce de Leon Blvd.  
St. Augustine, Florida 30824

#### **ARTICLE SEVEN: OFFICERS**

The affairs of the corporation are to be managed by a President, Secretary, and Treasurer who will be accountable to the Board of Administration. The offices of Vice President, Secretary or Treasurer may be combined in one individual. Officers will be elected annually in the manner set forth in the Bylaws.

#### **ARTICLE EIGHT: DIRECTORS**

The number of persons constituting the first Board of Administration is not less than three (3). The number of directors may be increased or decreased from time to time as provided by the Bylaws, provided there shall never be less than three (3). The names and addresses of the directors who are to serve until the first annual meeting of the members or until their successors are elected and qualified are:

**Name**

**Address**

Henry Christopher Cagle

1100-4 Ponce de Leon Blvd.  
St. Augustine, Florida 30824

Robert J. F. Laurence

1100-4 Ponce de Leon Blvd.  
St. Augustine, Florida 30824

Robert J. L. Laurence

1100-4 Ponce de Leon Blvd.  
St. Augustine, Florida 30824

The election of Directors, their terms of office, removal or the filling of vacancies on said Board shall be in accordance with the Bylaws of the Association.

## **ARTICLE NINE: BYLAWS**

Bylaws regulating operation of the corporation shall be adopted by the Board of Administration.

## **ARTICLE TEN: AMENDMENT**

Amendments to these Articles of Incorporation may be proposed by at least two-thirds (2/3) of the Directors or by members entitled to exercise at least one-third (1/3) of the then authorized membership voting power. Amendments may be adopted by affirmative vote of not less than two-thirds (2/3) of the Members of the Association. The Board of Directors, after proposal of an amendment to these Articles, shall then cause the secretary to give notice of a meeting to be held no sooner than thirty (30) days after the notice, which notice shall state the time, date and place of the meeting and shall contain the text of the proposed amendment. The notice shall also enclose a proxy designation and a written ballot form. Each Member may cast its votes prior to the meeting or may designate a proxy to cast its votes prior to or at the meeting. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of St. Johns County, Florida.

## **ARTICLE ELEVEN: INDEMNIFICATION AND INSURANCE**

Every Director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that, in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct in the performance of his or her duties, the indemnification shall apply only when the Board of Administration approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable

to the extent insurance coverage does not apply or is insufficient. The premiums for such insurance shall be a Common Expense.

#### **ARTICLE TWELVE: PRINCIPAL OFFICE, INITIAL REGISTERED OFFICE, AND REGISTERED AGENT**

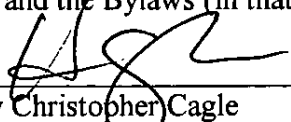
The street and mailing address of the initial principal office and initial registered office of the Association is 1100-4 Ponce de Leon Blvd., St. Augustine, Florida 32084. The name of its initial Registered Agent at such address is Henry Christopher Cagle.

#### **ARTICLE THIRTEEN: DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members of the Association and, if Turnover (as that term is defined in the Bylaws) has not occurred, the consent of the Developer. Upon dissolution of the Association, other than as part of a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, or for the general welfare of the residents of the county in which the Condominium Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

#### **ARTICLE FOURTEEN: DEFINITIONS, CONFLICTS**

Capitalized terms not defined in these Articles shall have the meanings set forth in the Declaration and the Condominium Act. If there are conflicts between the provisions of Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

  
\_\_\_\_\_  
Henry Christopher Cagle  
Subscriber/Incorporator

#### **ACCEPTANCE BY REGISTERED AGENT**

I am familiar with and accept the duties and responsibilities as Registered Agent for the foregoing corporation.

  
\_\_\_\_\_  
Henry Christopher Cagle

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