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LAW OFFICES OF  
**MARC R. GAYLORD, P.A.**

11700 S.E. OLD DIXIE HIGHWAY  
HOBE SOUND, FL 33455  
TEL (772) 545-7740  
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MARC R. GAYLORD, ESQ.

July 13, 2006

**FEDERAL EXPRESS**

Secretary of State  
Division of Corporations  
409 East Gaines St.  
Tallahassee, FL 32399

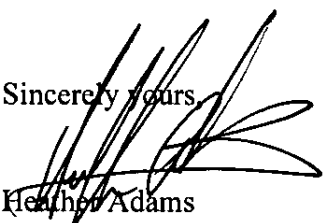
Re: Articles of Incorporation  
Indiantown Contractors Warehouse Condominium Association, Inc.

Dear Sir/Madam:

Enclosed please find the original Articles of Incorporation for the above named corporation. I have also enclosed a check in the amount of \$78.75, as the filing fees for same. Kindly return a certified copy of the filed articles in the enclosed prepaid Federal Express envelope.

Should you have any questions or concerns with regard to any of the foregoing, please do not hesitate to contact the undersigned.

Sincerely yours,

  
Heather Adams  
Legal Assistant

/hda  
Encl.

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TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
INDIANTOWN CONTRACTORS WAREHOUSE CONDOMINIUM  
ASSOCIATION, INC.**

(A Florida Not for Profit Corporation)

In order to organize a corporation not for profit under and in accordance with Chapter 619 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purposes and with the powers hereinafter set forth and to that end, we do make and subscribe to the following Articles of Incorporation:

1. **NAME.** The name of this corporation shall be INDIANTOWN CONTRACTORS WAREHOUSE CONDOMINIUM ASSOCIATION, INC. (the "Association").

2. **TERM.** The term for which the Association is to exist shall be perpetual.

3. **PURPOSE OF ASSOCIATION.** The purpose of the Association is to administer, manage and operate the INDIANTOWN CONTRACTORS WAREHOUSE, a Condominium.

4. **DEFINITIONS.** The terms contained in these Articles which are defined in the Declaration of Condominium of INDIANTOWN CONTRACTORS WAREHOUSE, a Condominium, to which these Articles are attached as an Exhibit, shall have the meaning of such terms set forth in such Declaration.

5. **POWERS.** In furtherance of the purposes of these Articles, the Association shall have:

(a) All of the common law and statutory powers of a Florida corporation not for profit which are not in conflict with the terms and conditions of the Condominium Documents;

(b) All of the powers reasonably necessary to implement the purposes of the Association set forth in these Articles and in any of the Condominium Documents, including but not limited to the following powers, which powers will be exercised in accordance with the Condominium Documents:

(1) To make, establish, amend and enforce reasonable rules and regulations governing the Condominium and the use of any Condominium Property;

(2) To promulgate and enforce Rules, By-Laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized;

(3) To make, fix, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses and costs of the Association and the administration, management, operation and maintenance of the

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Condominiums, to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association, to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies or other organizations for the collection of such assessments;

(4) To administer, manage and operate the Condominium and to maintain, repair and replace Condominium Property;

(5) To construct and reconstruct Condominium Property in the event of casualty or other loss;

(6) To employ personnel, retain independent contractors and professional personnel, and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to provide for the administration, management and operation of the Condominium Property;

(7) To delegate power or powers where such is deemed in the best interest of the Association;

(8) To hold funds solely and exclusively for the benefit of the members for the purposes set forth in these Articles of Incorporation;

(9) To purchase, lease, hold, sell, mortgage, grant easements in, or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida;

(10) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of the Association; and

(11) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(c) So long as the Developer owns any Units in the Condominium, the Association is prohibited from selling or mortgaging in any manner, direct or indirect, any real property owned by it without the prior written consent of the Developer, which consent may be refused by the Developer for any reason whatsoever. Any such mortgage shall have the same dignity as the assessment lien of this Association. The Association shall nonetheless have the authority to grant utility and other appropriate easements to any portion of the Common Area without regard to this restriction.

6. **MEMBERS.** The qualification of Members, the manner of their admission to

membership in the Association, the manner of termination of such membership, and the manner of voting by Members shall be as follows:

(a) Until such time as Developer conveys a Unit, the membership of this Association shall be comprised solely of the subscribers to these Articles ("Subscriber Members"), and in the event of the resignation or termination of any Subscriber Member, the remaining subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the membership.

(b) Upon the conveyance by Developer of a Unit, membership of the Subscriber Members in the Association shall be automatically terminated. Thereafter, each and every Owner (and only Owners), including the Developer as to Units owned by Developer, shall be entitled to be Members and to exercise all of the rights and privileges of Members.

(c) Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of an instrument of acquisition in the public records of Martin County, Florida. Where title to a Unit is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, device, judicial decree or otherwise, the person, persons or entity thereby acquiring such Unit shall not be a Member unless and until such owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

(d) No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Unit.

(e) Any Member who conveys or loses title to a Unit by, sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title no longer be entitled to be a Member of the Association, shall not be such a Member, and shall lose all rights and privileges of a Member of the Association.

(f) If there is one Member with respect to a Unit, such Member shall be entitled to one vote. If there is more than one member with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such Members collectively shall be entitled to only one vote. The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for any purpose.

(g) Membership in the Association shall not be divided into classes and all of the Members of the Association shall vote on all matters, including election of Members to the

Board and utilization of any facilities owned by the Association, as one body without distinction. Notwithstanding the foregoing, the Board may determine that a matter affects only certain Units and that only such Units shall vote on such matters. In such case, the determination of whether a quorum exists or whether the Members have duly acted shall be determined with respect to the number of Members eligible to vote thereon.

7. **SUBSCRIBERS.** The names and addresses of the subscribers to these Articles of Incorporation are as follows:

David R. Kimmel  
2687 SW Monarch Trail  
Stuart, Florida 34997

8. **BOARD OF DIRECTORS.**

(a) The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than one (1) or more than three (3) persons. The first Board of Directors (the "First Board") shall have one (1) member, and in the future the number of directors will be determined from time to time in accordance with the provisions of the By-Laws of the Association.

(b) The name and address of the person who is to serve as director on the First Board until the first election of his respective successor(s) in accordance with this Article are as follows:

David R. Kimmel  
2687 SW Monarch Trail  
Stuart, Florida 34997

(c) The First Board shall serve for the maximum period of time permitted by law for the Developer to retain control of the Association, or until it elects to terminate its control of the Association, whichever shall first occur.

(d) Developer reserves the right to designate and elect successor directors to serve on the First Board upon the resignation or removal of directors from the First Board or upon the election of the First Board at annual meetings of the Members of the Association for so long as the First Board is to serve; provided, however, the Members of the Association other than Developer shall have such right of designation and election to the extent set forth in Sections 8(e) and 8(f) hereof.

(e) The Members of the Association other than Developer shall have the right to elect one (1) member of the First Board after such Members of the Association own fifteen (15%) percent or more of the Units in the Condominium.

(f) The Members of the Association other than Developer shall have the right to elect a total of two (2) members of the First Board after the Turnover Date shall have occurred.

(g) Upon the occurrence of an event giving rise to the right of the Members of the Association other than Developer to elect a member of the First Board under Sections 8(e) and 8(f) above, or upon the right of the Members of the Association to elect the entire Board upon the termination of the First Board, the Members shall elect such directors at a special meeting called by the Board for such purpose. Notice of such meeting shall be forwarded to all Members of the Association within sixty (60) days after Members are so entitled to elect such directors and the Members shall be given at least thirty (30) but not more than forty (40) days notice of such meeting. The term of any member of the First Board who has been elected by Members of the Association shall extend until the next annual meeting of the Members of the Association and until a successor is duly elected by such Members and qualified.

(h) After the termination of the First Board, the Board shall serve until the next annual meeting of the Members of the Association, whereupon the Members shall elect all of the directors to serve on the Board in accordance with the By-Laws of the Association, and the Board shall continue to be so elected at subsequent annual meetings of the Members of the Association.

## 9. OFFICERS.

(a) Subject to the direction of the Board, the affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board, an Assistant Secretary, an Assistant Treasurer and such other officers and assistant officers as may be designated by the Board, all of which officers shall be subject to the directions of the Board.

(b) The Board shall elect officers of the Association annually at the first meeting of the Board. Officers may be removed by the Board in the manner provided in the By-Laws and such officers may be replaced or additional officers elected as the Board shall from time to time determine. The President shall be a director of the Association, but no other officer need be a director. The same person may hold two offices the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

10. **FIRST OFFICERS.** The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	David R. Kimmel
Vice President	David R. Kimmel
Secretary	David R. Kimmel
Treasurer	David R. Kimell

11. **BY-LAWS.** The By-Laws of the Association shall be made and adopted by the First Board, and thereafter maybe altered, amended or rescinded by a majority of the Board and a majority of the Members present at a meeting of each of such bodies in the manner provided for in the By-Laws.

12. **AMENDMENT.**

(a) Prior to the conveyance by Developer of a Unit, these Articles may be amended only by an instrument in writing signed by all of the Subscriber Members and filed in the Office of the Secretary of State of the State of Florida.

(b) After the conveyance by Developer of a Unit, these Articles maybe amended in the following manner:

An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the Membership) at which time such proposed amendment shall be considered upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of two-thirds (2/3) of the Members present at a meeting of the Members at which a quorum is present, and approval by the Board must be by two-thirds (2/3) of the directors present at a meeting of the directors at which a quorum is present.

(c) Notwithstanding any provision of this Article to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights or priorities of any First Mortgagee or Developer, including the rights of Developer to designate the directors of the First Board as provided in Article 8 hereof, without the prior written consent to such amendment by Developer or such First Mortgagee, as the case may be.

(d) Notwithstanding any provision of this Article to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in any other Condominium Document, as the same may be amended from time to time in accordance with the respective provisions thereof.

(e) Notwithstanding any provision of this Article to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights or priorities of the Association to own and maintain those portions onto Common Areas of the Condominium Property which are included as part of the surface water management system, nor shall the same be disposed of by sale or otherwise except to an organization conceived and organized to own and maintain the same, without first receiving written approval of the County of Martin or its successor.

(f) Any instrument amending these Articles shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified



copy of each of such amendments shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded in the public records of Martin County, Florida.

**13. REGISTERED OFFICE AND REGISTERED AGENT.**

(a) The street address of the initial principal registered office of the Association shall be:

11700 SE Old Dixie Highway  
Hobe Sound, Florida 33455

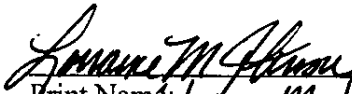
(b) The name of the initial registered agent at such address to accept service of process shall be:

Marc R. Gaylord


**14. INDEMNIFICATION.** The Association shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted under law. Without limiting the foregoing, each and every director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any threatened, pending or completed proceeding or litigation, or any settlement in which he is a party, by reason of his being or having been a director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a director or officer at the time such cost, expense or liability is incurred. Notwithstanding the foregoing, in the event a director or officer admits or is adjudged guilty of unlawful conduct or liable for gross negligence or willful malfeasance in the performance of his duties, the indemnification provisions of this Article shall not apply.

IN WITNESS WHEREOF, the subscriber has hereunto affixed their signature this 16 day of June, 2006.

WITNESSES:

  
Print Name: Lorraine M. Johnson

  
David R. Kimmel

  
Print Name: Heather Adams

STATE OF FLORIDA

COUNTY OF MARTIN

THE FOREGOING INSTRUMENT was acknowledged before me that the foregoing Articles of Incorporation were executed for the purposes therein expressed this 16 day of June, 2006, by David R. Kimmel who is personally known to me or has produced a driver's license as identification.

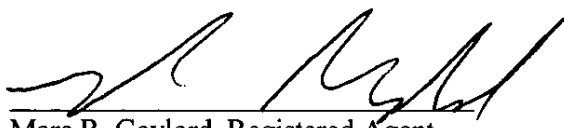


Heather Adams  
MY COMMISSION # DD144567 EXPIRES  
August 25, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

  
Notary

My Commission Expires: \_\_\_\_\_

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

  
Marc R. Gaylord, Registered Agent

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