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FLORIDA PROFIT/NON PROFIT CORPORATION

THE MARTIN RESIDENCES CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION**OF****THE MARTIN****RESIDENCES CONDOMINIUM ASSOCIATION, INC.**

The undersigned, for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, certifies as follows:

ARTICLE 1 – NAME AND DEFINITIONS

The name of the corporation shall be The Martin Residences Condominium Association, Inc. For convenience the corporation shall be referred to in this instrument as the "**Association**," these Articles of Incorporation as the "**Articles**," the Bylaws of the Association as the "**Bylaws**," and the members of the Association as the "**Members**" or the "**Unit Owners**." Capitalized terms used herein which are not otherwise defined in these Articles shall have the same meanings as those set forth in the Declaration of Condominium for The Martin Residences, a Condominium (the "**Declaration**") recorded by The Martin LLC, a Florida limited liability company (the "**Developer**").

ARTICLE 2 – PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718 of the Florida Statutes (the "**Condominium Act**") for the operation of The Martin Residences, a Condominium (the "**Condominium**"), on real property situated in Hillsborough County, Florida (the "**County**"), to be more particularly described in the Declaration. When completed, the Condominium will consist of 322 residential condominium units (the "**Units**"), all of which will ultimately be operated and administered by this Association.

ARTICLE 3 – POWERS

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

3.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles.

3.2 Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act as it exists on the date of the recording of the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as the Declaration may be amended from time-to-time, including those powers and duties set forth in these Articles and the Bylaws and those set forth in the Declaration, if not inconsistent with the Condominium

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Act, and including but not limited to the following:

(a) To make and collect Assessments against Members as Unit Owners to defray the costs, expenses and losses of the Condominium, including late charges and interest, not to exceed the maximum rates allowed by law.

(b) To use the proceeds of Assessments and charges in the exercise of its powers and duties.

(c) To buy or lease both real and personal property for use by the Condominium, and to pledge, mortgage, encumber and sell or otherwise dispose of any property so acquired.

(d) To maintain, repair, replace and operate the Condominium Property and property acquired or leased by the Association for use by Unit Owners.

(e) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its Members as Unit Owners.

(f) To reconstruct and repair improvements after casualty and to construct additional improvements of the Condominium Property.

(g) To make and amend reasonable Rules and Regulations respecting the use and appearance of the Condominium Property, including the Units.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the Condominium Property.

(i) To operate and manage the Condominium within the purpose and intent of the Declaration and the Condominium Act and to contract for the management of the Condominium community. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act and the Association shall not delegate any powers or duties reserved to the Association by the Condominium Act.

(j) To contract for the management or operation of portions of the Common Elements and Association-owned property susceptible to separate management or operation, and to grant leases of those portions for this purpose, subject to the provisions of the Condominium Act, provided that, unless the Members of the Association vote to set aside the community association management contract as provided in Section 718.302 of the Condominium Act, the manager shall be the same manager used by The Martin Master Property Owners' Association, Inc. (the "**Master Association**").

(k) To employ personnel to perform the services required for proper operation of the Condominium, and to pay the costs thereof as a Common

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Expense of the Association.

(I) To borrow money for appropriate purposes and to assign the Association's collection and lien rights in connection with any loan or upon request of the Master Association, or to accept assignment of the collection and lien rights of the Master Association upon request.

3.3 Purchase of Units. The Association shall have the power to purchase a Condominium Unit, provided that such purchase shall first receive the affirmative approval of not less than a majority of the votes cast by the voting Members of the Association, except that no membership approval shall be required to purchase Units at foreclosure sales of liens for unpaid Assessments for Common Expenses or to acquire title to Units in lieu of a foreclosure of liens for Assessments for Common Expenses.

3.4 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

3.5 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or officers.

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE 4 – MEMBERS

4.1 Membership. The Members of the Association shall consist of all of the record owners of Units in the Condominium. After termination of the Condominium, the membership shall also consist of those who are Members at the time of the termination and their successors and assigns.

4.2 Evidence. After the transfer or change in the ownership of a Unit, the change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and delivery to the Association of a copy of the recorded instruments. The owner receiving title of the Unit by instrument of transfer will be a Member of the Association and the membership of the prior owner will be terminated. In the case of a Unit which is owned by more than one person, all owners of the Unit shall hold the membership jointly, which membership shall be considered as one membership.

4.3 Assignment. 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 Unit for which that share is held.

4.4 Voting. A Member of the Association shall be entitled to one vote for each Unit owned by the Member. The manner of exercising voting rights shall be

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determined by the Bylaws of the Association.

ARTICLE 5 – DIRECTORS

5.1 Number and Qualification. The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three Directors, except that following turnover by the Developer, in the absence of a determination, the Board of Directors shall consist of: (a) three Directors if there are five or fewer Units at the time of the turnover, or (b) five Directors if there are more than five Units at the time of the turnover. Directors need not be Members of the Association.

5.2 Duties and Powers. All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required by law or by the Declaration, these Articles or the Bylaws.

5.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

5.4 Term of First Directors. The first Board of Directors of the Association shall serve in accordance with the following guidelines and procedures: When Unit Owners other than the Developer own 15% or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(a) Three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers 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 purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration.

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Notwithstanding the foregoing, the Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent of the Units. The Developer and Members of the Association other than Developer, shall have the rights and responsibilities granted by Section 718.301 of the Condominium Act, as it exists on the date of the recording of the Declaration. Notwithstanding any provision herein to the contrary, the Developer may at any time relinquish its right to appoint Directors and cause its representatives to resign as Directors. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

5.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Frank Bombeeck	1101 Channelside Drive Suite 240 Tampa, Florida 33602
Ken Stoltenberg	1101 Channelside Drive Suite 240 Tampa, Florida 33602
Don Scalf	1101 Channelside Drive Suite 240 Tampa, Florida 33602

5.6 Director Standards. Each Director shall discharge his or her duties as a director in good faith, with the care an ordinary and prudent person in a like position would exercise under similar circumstances that is reasonably believed to be in the best interest of the Association. When discharging his or her duties, a Director may rely on information, opinions, reports or statements prepared or presented by: officers or employees of the Association who the Director believes are reasonably competent in the matter presented; legal counsel, public accountants or other persons who the Director believes are reasonably competent in the matter presented. A Director may not rely on information, opinions, reports or statements where the Director has knowledge regarding the matter that makes reliance unwarranted. A Director is not liable for and action taken as a director, or for failure to take action, if the Director performed the duties of his or her office in compliance with the previously enumerated standards.

ARTICLE 6 – OFFICERS

The officers of the Association and their qualifications and duties shall be as described in the Bylaws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

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President: Ken Stoltenberg	1101 Channelside Drive Suite 240 Tampa, Florida 33602
Vice President: Frank Bombeeck	1101 Channelside Drive Suite 240 Tampa, Florida 33602
Treasurer: Ken Stoltenberg	1101 Channelside Drive Suite 240 Tampa, Florida 33602
Secretary: Frank Bombeeck	1101 Channelside Drive Suite 240 Tampa, Florida 33602

ARTICLE 7 – INDEMNIFICATION

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, reasonably incurred or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which such person may be a party, or in which such person may become involved by reason of that person being or having been a Director or officer of the Association, or by reason of that person serving or having served the Association at its request, whether or not that person is a Director or officer or is serving at the time the expenses are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which that person may be entitled. The Association shall have the right, as a Common Expense, to purchase the necessary insurance in order to provide coverage for the indemnification set forth above.

ARTICLE 8 – BYLAWS

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

ARTICLE 9 – AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be

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included in the notice of any meeting at which the proposed amendment is to be considered.

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members of the Association. Directors and Members not present in person or by proxy at any meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approvals must be by not less than a majority of the total votes of the voting Members of the Association. The foregoing shall not be construed to prevent such amendments to be considered and approved by a written consent without a meeting if conducted according to applicable law.

9.3 Limitation. No amendment shall be made that conflicts with the Condominium Act or the Declaration. So long as the Developer retains ownership of any Units in the Condominium, no amendment shall be passed which, in the sole discretion of the Developer, adversely affects the Developer's rights to market its Units without the Developer's written consent.

9.4 Recording. A copy of each amendment shall be filed with, accepted and certified by the Secretary of the State of Florida and be recorded in the public records of the County.

ARTICLE 10 – TERM

The term of the Association shall be perpetual.

ARTICLE 11 – PRINCIPAL OFFICE

The Association shall initially have a principal place of business and office at 1101 Channelside Drive, Suite 240, Tampa, Florida 33602.

ARTICLE 12 – INCORPORATOR

The name and address of the incorporator of the Association are as follows:

Ken Stoltenberg	1101 Channelside Drive Suite 240 Tampa, Florida 33602
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ARTICLE 13 – EFFECTIVE DATE

This Association shall be effective from the date of filing of these Articles with the Secretary of State.

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IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 24 day of January, 2007.


Ken Stoltenberg, Incorporator

**CERTIFICATE OF DESIGNATION OF REGISTERED AGENT
AND REGISTERED OFFICE**

Pursuant to the Provisions of Sections 607.0501 and 617.0501 of the Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement designating its registered office/registered agent, in the State of Florida.

The name of the corporation is The Martin Residences Condominium Association, Inc. The name and address of the registered agent and office are:

Daniel G. Musca

Tampa Business & Property Law
Source, P.A.
12004 Race Track Road
Tampa, Florida 33626

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 such 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.


Daniel G. Musca, Registered Agent

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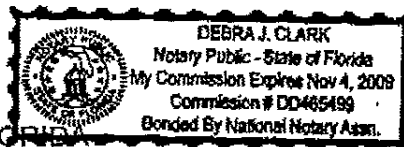
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STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Ken Stoltenberg, known to me to be the person described herein or having produced a Florida driver's license as identification that he is the person described herein and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

Executed and sealed by me at Tampa, Florida on this 24 day of January, 2007.



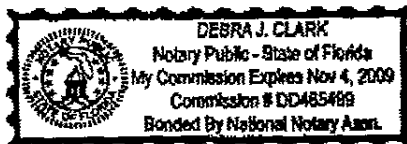
Debra J. Clark
NOTARY PUBLIC, State of Florida
Print Name: _____
Commission No.: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Daniel G. Musca, Esq. known to me to be the person described herein or having produced a Florida driver's license as identification that he is the person described herein and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

Executed and sealed by me at Tampa, Florida on this 24 day of January, 2007.



Debra J. Clark
NOTARY PUBLIC, State of Florida
Print Name: _____
Commission No.: _____

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