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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**THE MARKETPLACE AT APOLLO BEACH CONDOMINIUM OWNER'S**

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**ARTICLES OF INCORPORATION  
OF  
THE MARKETPLACE AT APOLLO BEACH  
CONDOMINIUM OWNER'S ASSOCIATION, INC.  
(A Corporation Not For Profit)**

In order to form a corporation under the provisions of Chapter 617 of the laws of the State of Florida for the Formation of Corporations Not For Profit, we, the undersigned, hereinafter referred to as "Developer", hereby create a corporation for the purpose and with the powers hereinafter mentioned.

**ARTICLE I**

The name of the corporation shall be **THE MARKETPLACE AT APOLLO BEACH CONDOMINIUM OWNER'S ASSOCIATION, INC.** (hereinafter referred to as the "Association").

**ARTICLE II**

The purposes and objects of the Association shall be to serve as an entity pursuant to Section 718.111, Florida Statutes, hereinafter called the "Condominium Act", and to administer the operation and management of **THE MARKETPLACE AT APOLLO BEACH CONDOMINIUM OWNER'S ASSOCIATION** to be established in accordance with the Condominium Act by the recording of a Declaration of Condominium with respect to the following described property, situate, lying and being in Hillsborough County, Florida, to-wit:

**See Exhibit A attached hereto  
and by this reference incorporated herein.**

and to undertake the performance of the acts and duties incident to and administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declaration of Condominium which will be recorded in the Current Public Records of Hillsborough County, Florida; and to own, operate, lease, sell trade and otherwise deal

with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members, and the Association shall make no distributions of income to its members, directors or officers.

The Association shall be responsible for the storm and/or surface water management systems.

The Association shall operate, maintain and manage the stormwater management system(s) in a manner consistent with the Southwest Florida Water Management District, Environmental Protection Commission, and Planning and Grant Management Division of Hillsborough County Permit No. \_\_\_\_\_ requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the stormwater management system.

The assessments shall be used for the maintenance and repair of the stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

### ARTICLE III

The Association shall have the following:

1. The Association shall have all of the powers and privileges granted to Corporations Not For Profit under the law pursuant to which this Association is chartered and not in conflict with the Condominium Act of the State of Florida or these Articles of Incorporation.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles of Incorporation and the Declaration of Condominium.

3. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including but not limited to, the following:

(a) To make and establish reasonable rules and regulations governing the use of Units and common elements in said Condominium as said terms may be defined in said Declaration of Condominium to be recorded.

(b) To buy, sell, lease, mortgage or otherwise deal with any and all property, whether real or personal.

(c) To levy and collect assessments against members of the Association to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the Bylaws of this Association which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Units in said Condominium.

(d) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvements of Condominium property.

(e) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

(f) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the Rules and Regulations governing the use of said Condominium as may be hereafter established.

(g) To approve or disapprove the transfer, lease, mortgage and ownership of Units as may be provided by the Declaration of Condominium and by the Bylaws.

(h) To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium aforementioned.

(i) All funds and the titles to all property acquired by the Association, and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

#### ARTICLE IV

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. The record owners of all Units in said Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except as provided in item 5 of Article IV hereof.

2. Membership shall be acquired by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument establishing record title to a Unit in **THE MARKETPLACE AT APOLLO BEACH**, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however that any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

3. The interest 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 purpose authorized herein, in the Declaration of Condominium, and in the Bylaws which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only those votes for each unit as set forth in the Declaration of Condominium, notwithstanding the fact that the Unit is owned by more than one person, and such vote or votes may be exercised by the owner or owners of each Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any owner or owners own more than one Unit, such owner or owners shall be entitled to exercise or cast as many votes as are allocated to the particular Units owned, in the manner provided by the Bylaws.

5. Until such time as the land described in Article II shall be submitted to a Plan of Condominium Ownership by the recordation of a Declaration of Condominium, the membership of the Association shall be comprised of the subscriber to these Articles.

## ARTICLE V

The Association shall have perpetual existence. Corporate existence shall commence on the date these Articles of Incorporation are executed and acknowledged, except if they are not filed with the Department of State of the State of Florida within five (5) business days after they are executed and acknowledged, corporate existence shall commence upon filing with the Department of State.

## ARTICLE VI

The principal office of the Association shall be located at 3740 St. Johns Bluff Road, South, Suite 16, Jacksonville, Florida 32224, but the association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be

designated by the Board of Directors; furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

## ARTICLE VII

1. The Affairs of the Association shall be managed by a Board of Directors. The number of persons which will constitute the entire Board of Directors shall not be less than three (3) nor more than four (4). Upon the sale of the first unit by the Developer to a Unit Owner, said Unit Owner shall be entitled to elect one (1) director.

Unit Owners other than the Developer shall be entitled to elect additional directors pursuant to Section 718.301(1), Florida Statutes.

After the Developer ceases to own any Units, all directors shall be elected by Unit Owners.

2. The number of directors constituting the initial Board of Directors of the corporation is four (4). The name and addresses of said persons who are to serve on the initial Board of Directors are:

<u>Name</u>	<u>Address</u>
Larry E. Walshaw	3740 St. Johns Bluff Road, S., Suite 16 Jacksonville, Florida 32224
James G. Brady	3740 St. Johns Bluff Road, S., Suite 16 Jacksonville, Florida 32224
Teri Blake	3740 St. Johns Bluff Road, S., Suite 16 Jacksonville, Florida 32224

## ARTICLE VIII

The affairs of the Association shall be administrated by the officers in accordance with the Bylaws. The president and such other officers and assistant officers as the Board of Directors may from time to time designate shall constitute the officers of the Association. The officers of the Association shall be elected by the Board of Directors 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 names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Name</u>	<u>Officer</u>	<u>Address</u>
Larry E. Walshaw	President	3740 St. Johns Bluff Road, S. Suite 16 Jacksonville, Florida 32224
James G. Brady	Vice President	3740 St. Johns Bluff Road, S., Suite 16 Jacksonville, Florida 32224
Teri Blake	Secretary	3740 St. Johns Bluff Road, S., Suite 16 Jacksonville, Florida 32224

#### ARTICLE IX

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors and the members of this Association.

#### ARTICLE X

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer at the time such expenses are incurred except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification herein shall only apply if the Board of Directors approves such 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 such directors or officers may be entitled.

The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance should be paid by the Unit owners as part of the common expense.

## ARTICLE XI

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the directors, or by the members of the Association owning a majority of the Units whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president of the Association, or other officer of the Association in the absence of the president, who shall thereupon call a special meeting of the members of the Association for a date not sooner than ten (10) days nor later than three (3) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than three (3) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears in the records of the Association and the postage thereon prepaid. Any member, may by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of a majority of the Board of Directors and an affirmative vote of the members owning not less than seventy-five percent (75%) of the units in order for such amendment or amendments to be effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of the State of Florida and upon registration of such amendment or amendments with the said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Hillsborough County, Florida, within sixty (60) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented there by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

Provided, however, that no amendment shall make changes in the qualifications for membership nor the voting rights of the members, nor change in Article III, Paragraph 1, without approval in writing of all members and the joinder of all record owners of mortgages on the Units, including the Developer. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

Notwithstanding the foregoing, any amendment signed by the owners of all the Units shall become immediately effective.

**ARTICLE XII**

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation or partnership shall be affected or invalidated by reason of the fact that any director or officer of the Association is pecuniarily or otherwise interested therein.

**ARTICLE XIII**

The name and address of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Larry E. Walshaw	3740 St. Johns Bluff Road, S. Suite 16 Jacksonville, Florida 32224
James G. Brady	3740 St. Johns Bluff Road, S., Suite 16 Jacksonville, Florida 32224
Teri Blake	3740 St. Johns Bluff Road, S., Suite 16 Jacksonville, Florida 32224

**ARTICLE XIV**

The initial registered agent of the Association is Larry E. Walshaw, and the street address of the initial registered office of the Association is 3740 St. Johns Bluff Road, South, Suite 16, Jacksonville, Florida 32216. This corporation shall have the right to change such registered agent and office from time to time as provided by law.

**ARTICLE XV**

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the 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 Southwest Florida Water Management District, Environmental Protection Commission, and Planning and Granting Management Division of Hillsborough County, prior to such termination, dissolution or liquidation.

13 IN WITNESS WHEREOF, the subscribers have hereunto set their names and seals this day of March, 2007.

Larry E. Walshaw  
Larry E. Walshaw

James G. Brady  
James G. Brady

Teri Blake  
Teri Blake

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of March, 2007, by Larry E. Walshaw, who is personally known to me or produced his Driver's License as identification.

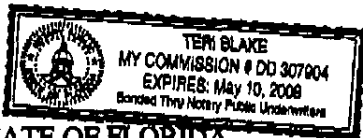


Teri Blake  
Notary Public

My Commission Expires: May 10, 2008

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of March, 2007, by James H. Brady, who is personally known to me or produced his Driver's License as identification.

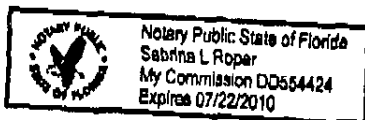


Teri Blake  
Notary Public

My Commission Expires: May 10, 2008

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of March, 2007, by Teri Blake, who is personally known to me or produced her Driver's License as identification.



Sabrina L. Roper  
Notary Public

My Commission Expires: July 22, 2010

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

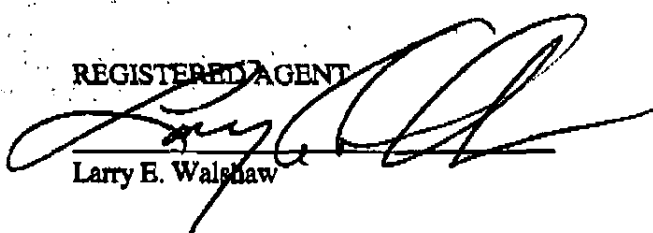
**CERTIFICATE DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS  
WITHIN THIS STATE, NAMING AGENT UPON WHOM  
PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

FIRST, that **THE MARKETPLACE AT APOLLO BEACH CONDOMINIUM OWNER'S ASSOCIATION, INC.** desiring to organize under the laws of the State of Florida, with its principal place of business at 3740 St. Johns Bluff Road, South, Ste. 16, Jacksonville, Florida 32224, has named Larry E. Walshaw, located at the registered office of the corporation, to-wit: 3740 St. Johns Bluff Road, South, Ste. 16, Jacksonville, Florida 32224, as its Agent to accept service of process within this state.

Having been named to accept service of process for the above stated corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 607.325 of the Florida Statutes.

REGISTERED AGENT

  
Larry E. Walshaw

STATE OF FLORIDA  
COUNTY OF DUVAL

Sworn to and subscribed before me this 13 day of March, 2007, by Larry E. Walshaw, who is personally known to me or produced his Driver's License as identification.



  
Notary Public, State of Florida

Exhibit "A"

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Legal Description For 5497 US Hwy 41 North - Apollo Beach, Florida 33572

The MarketPlace at Apollo Beach

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 33,  
TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA,  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE  
S89°23'08"E A DISTANCE OF 354.50 FEET ALONG THE NORTH BOUNDARY  
LINE OF SAID SECTION 33 TO A POINT BEING THE SOUTHWEST CORNER OF  
SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST; FROM SAID POINT  
CONTINUE THENCE ALONG THE NORTH BOUNDARY LINE OF  
AFOREMENTIONED SECTION 33, S89°17'39"E A DISTANCE OF 1608.06 FEET  
TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41  
(STATE ROAD 45) ALSO BEING THE POINT OF BEGINNING; THENCE  
CONTINUE ON THE NORTH BOUNDARY LINE OF SAID SECTION 33,  
S89°17'39"E A DISTANCE OF 520.84 FEET; THENCE S02°06'03"W A DISTANCE  
OF 600.00 FEET; THENCE ALONG A LINE SOUTH OF AND PARALLEL TO THE  
NORTH BOUNDARY LINE OF SAID SECTION 33, N89°17'39"W A DISTANCE OF  
1140.40 FEET TO A POINT RETURNING TO THE EASTERLY RIGHT-OF-WAY  
LINE OF U.S. HIGHWAY 41 (STATE ROAD 45); THENCE N47°18'00"E A  
DISTANCE OF 872.90 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO  
THE POINT OF BEGINNING.

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