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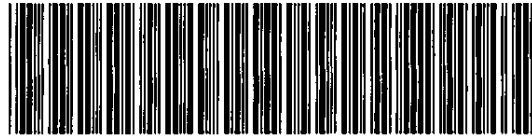
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07 AUG 13 PM 3:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

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

SUBJECT: TRIANGLE AIR CONDOMINIUM ASSOCIATION, 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: RICH SMITH
Name (Printed or typed)

301 SOUTH CENTRAL AVENUE
Address

FLAGLER BEACH, FLORIDA 32136
City, State & Zip

386-439-3011
Daytime Telephone number

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

**ARTICLES OF INCORPORATION
OF
TRIANGLE AIR CONDOMINIUM ASSOCIATION, INC.
(A Corporation not for profit under the laws of the State of Florida)**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, hereby associate themselves into a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1 - NAME

The name of the corporation shall be **TRIANGLE AIR CONDOMINIUM ASSOCIATION, INC.** For convenience the corporation shall be referred to in this instrument as "The Association".

ARTICLE 2 - PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the DECLARATION OF CONDOMINIUM OF TRIANGLE AIR CONDOMINIUM for operation and management of TRIANGLE AIR CONDOMINIUM, (hereafter the "Condominium") and to be located upon lands owned by Flagler County, Florida, and subject to a thirty (30) year leasehold in favor of the Condominium, and to undertake the duties and acts incident to administration, management and operation of said Condominium.

2.2 The Association shall make no distributions of income to its members, directors and officers, being conducted as a non-profit organization for the benefit of its members.

ARTICLE 3 - POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit.

3.2 The Association shall have all of the powers and duties set forth in the By-Laws of the Association and Chapters 607 and 617, Florida Statutes and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium to be recorded (hereinafter the "Declaration"), as it may be amended from time to time, 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 the Condominium as said terms may be defined in the Declaration.

b. To make and collect assessments against members of the Association as Unit Owners to defray the costs, expenses and losses of the Condominium.

- c. To use the proceeds of assessments in the exercise of its powers and duties.
- d. To maintain, repair, replace, operate and manage the property comprising the Condominium, including the right to reconstruct improvements after casualty and to make further improvements of the Condominium property.
- e. To assume, upon assignment by Developer, all responsibilities and liabilities of "Common Area Tenant" in that certain Space/Use Agreement between the Developer, Triangle Air, LLC, and Flagler County, Florida, for the use and occupation of the Condominium Property.
- f. To acquire, own, manage, maintain and repair real and personal property.
- g. To purchase insurance upon the Condominium property and insurance for the protection of the Association, its members as unit owners, its officers and directors.
- h. To enforce by legal means the provisions of the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association and the rules and regulations governing the use of the property in the Condominium.
- i. To contract for the management of the Condominium and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of directors or the membership of the Association.
- j. To employ personnel to perform the services required for proper operation.
- k. To exercise, 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.
- l. To acquire title to property or otherwise hold property for the use and benefit of the Unit Owners and the Association.

3.3 All funds and the titles or rights of possession of all properties acquired by the Association and their proceeds shall be held for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the Provisions of the Declaration of Condominium and the By-Laws.

ARTICLE 4 - MEMBERS

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:

4.1 The Members of the Association shall consist of all of the record owners of Units in the Condominium. No other persons or entities shall be entitled to membership.

4.2 Change of membership in the Association shall be established by recording in the Public Records of Flagler County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium. The Owner or Owners designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated. The Association may require delivery to the Association of a true copy of the recorded deed as a condition of permitting the exercise of the right to vote and to use the common property.

4.3 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 a Unit. The funds and assets of the Association belong solely to the Association subject to the limitation that same has been expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each unit, which vote may be exercised or cast by the Owner or Owners of each Unit in such manner as may be provided by the By-Laws hereafter adopted by the Association. Should any member own more than one (1) Unit, such member shall be entitled to exercise or cast the aggregate of votes appurtenant to the Units he owns, in the manner provided in the By-Laws.

4.5 The Developer, Triangle Air, LLC, shall have the power to veto any action of the membership or the Board of Directors until such time as the Developer has transferred ownership of all units owned or held by it.

ARTICLE 5 - INCORPORATION

5.1 The name and address of the Incorporator of the Association is as follows:

<u>NAME</u>	<u>ADDRESS</u>
RICH SMITH	301 S. Central Ave., Flagler Beach, Florida 32136

ARTICLE 6 -PRINCIPAL OFFICE

The principal office of the Association shall be initially located at 301 S. Central Avenue, Flagler Beach, Florida 32136, 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.

ARTICLE 7 - DIRECTORS

7.1 The affairs of the Association will be managed by a Board of Directors consisting of three (3) directors. Directors must be members of the Association after the Developer transfers ownership of all the Units owned or held by it.

7.2 Except as provided in section 7.4, Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

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

<u>NAME</u>	<u>ADDRESS</u>
RICH SMITH	301 S. Central Ave., Flagler Beach, Florida 32136
LISA SMITH	301 S. Central Ave., Flagler Beach, Florida 32136
TIMOTHY J. CONNER	2 Jungle Hut Road, Suite 1, Palm Coast, Florida 32136

7.4 The Board of Directors shall call a special members meeting promptly after the Developer has conveyed eighty (80%) percent of the Units, at which meeting the unit owners other than the Developer shall elect one (1) member of the Board of Directors and the Developer shall name two (2) members of the Board of Directors. Within three (3) months after all of the Units held by Developer are conveyed or at such earlier time as Developer chooses, the Unit Owners other than the Developer shall elect the Directors. The Developer shall be entitled to appoint two members of the Board of Directors of the Association so long as the Developer owns or holds at least one (1) Unit.

ARTICLE 8 - OFFICERS

The affairs of the Association shall be administered by the officers elected by 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>TITLE</u>	<u>ADDRESS</u>
RICH SMITH	PRESIDENT	301 S. Central Ave., Flagler Beach, Florida 32136
LISA SMITH	VICE PRESIDENT	301 S. Central Ave., Flagler Beach, Florida 32136
TIMOTHY J. CONNER	SECRETARY/ TREASURER	2 Jungle Hut Road, Suite 1, Palm Coast, Florida 32136

ARTICLE 9 - INDEMNIFICATION

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 or any settlement of all 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 of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 10 - BY-LAWS

The By-Laws of the Association shall run concurrent with the leasehold interest in and to the real property upon which the Condominium is located.

ARTICLE 11 - TERM

The term of the Association shall run concurrent with the leasehold interest in and to the real property upon which the Condominium is located.

ARTICLE 12 - AMENDMENTS

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

12.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by Owners of a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them.

12.2 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 day no sooner than twenty (20) days nor later than sixty (60) days from the 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 reasonable detailed form, which notice shall be mailed to or presented personally to each member not less than fourteen (14) 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 on the records of the Association, 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 corporation, 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 the members owning not less than sixty (60%) percent of the units in the Condominium in order for such amendment to become effective.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Flagler County, Florida, promptly.

12.3 At any meeting held to consider any 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 at by proxy, provided such written vote is delivered to the Secretary of the Association prior to such meeting.

12.4 In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of Units in the manner required for execution of a deed.

No amendment shall make any changes in the qualification for membership nor the voting rights of members, nor any change in Section 3.2 of Article 3 hereof, without approval in writing of all members and the joinder of all record owners of first mortgages upon the Condominium. No amendment to these Articles of Incorporation which would abridge, amend or alter the rights of the Developer, including the right to designate and select members of the Board of Directors of the Association as provided in Article 7 hereof, or which would restrict or modify the rights and powers of the Board of Directors may be adopted or become effective without the prior written consent of the Developer.

12.5 The Developer, Triangle Air, LLC, shall have the power to veto any amendment so long as it holds or owns at least one (1) Unit.

ARTICLE 13 - DISSOLUTION

Upon termination, dissolution or final liquidation of the Association, the property of the Association which is subject to Condominium Ownership or which may be part of the Condominium Property as that terms may be defined in the Declaration of Condominium shall revert to and become the property of Flagler County, Florida, as more particularly set out in the Space/Use Agreement attached to the Declaration of Condominium.

IN WITNESS WHEREOF, the subscriber has affixed his signature this 8TH day of August, 2007.

WITNESSES:

Yusuf Smith

Cristyl L. Hill

STATE OF FLORIDA
COUNTY OF FLAGLER

INCORPORATOR:

By: [Signature]
Rich J. Smith
Incorporator

The foregoing instrument was acknowledge before me this 8TH day of August, 2007 by Rich J. Smith, [☒] personally known to me or [☐] who produced _____ as identification, who executed the foregoing instrument, and who acknowledged before me that he executed same and who [☒] did [☐] did not, take an oath.



Cristyl L. Hill
Notary Public-State of Florida
Commission Expires

Certificate Designating
Place of Business or Domicile
For
The Service of Process
Within This State, Naming Agent Upon Whom
Process May be Served.

FILED

07 AUG 13 PM 3:06

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That TRIANGLE AIR CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation in the City of Flagler Beach, County of Flagler, State of Florida, has named Rich Smith located at 301 S. Central Avenue, Flagler Beach, Florida 32136, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

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



RICH SMITH
Registered Agent