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C.S. 821



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 061540 3487A

AUTHORIZATION

COST LIMIT : \$ 18.75

ORDER DATE : August 20, 2007

ORDER TIME : 9:0 AM

ORDER NO. : 061540-005

CUSTOMER NO: 3487A

DOMESTIC FILING

NAME: SARASOTA COMMERCE PARK
CONDOMINIUM ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Cindy Harris - EXT. 2937

EXAMINER'S INITIALS: _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
SARASOTA COMMERCE PARK CONDOMINIUM
ASSOCIATION, INC.**

(A Corporation Not For Profit)

We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation not for profit under the Chapter 617 laws of the State of Florida and providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

**ARTICLE I
DEFINITIONS**

All terms which are defined in the Declaration of Condominium of SARASOTA COMMERCE PARK, A CONDOMINIUM (the "Declaration") are incorporated herein and shall be used herein with the same meanings as defined in said Declaration.

**ARTICLE II
NAME**

The name of this corporation shall be SARASOTA COMMERCE PARK CONDOMINIUM ASSOCIATION, INC., (hereinafter referred to as the "Association"), whose present address is 727 Commerce Drive, Sarasota, FL

**ARTICLE III
PURPOSES**

The purposes for which this Association is organized are to operate and manage the affairs and property of SARASOTA COMMERCE PARK, A CONDOMINIUM (the "Condominium"); to operate, administer, manage and maintain the Common Areas and such other property as is made the responsibility of the Association in accordance with the Declaration; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of the Declaration.

ARTICLE IV
POWERS

The Association shall have all of the common law and statutory powers of a corporation not for profit and all of the powers and duties set forth in Chapter 718, Florida Statutes (the "Condominium Act") and the Declaration, including, but not limited to, the following:

- (a) To perform any act required or contemplated by it under the Declaration;
- (b) To make, establish, amend and enforce reasonable rules and regulations governing the use of SARASOTA COMMERCE PARK , A CONDOMINIUM or any portion thereof including, without limitation, the Common Areas;
- (c) To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Common Expenses in the manner provided in the Declaration and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;
- (d) To maintain, repair, replace, operate and manage those portions of SARASOTA COMMERCE PARK , A CONDOMINIUM that is required to maintain, repair, replace, operate and manage in accordance with the Declaration including the operation and maintenance of Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;
- (e) To enforce the provisions of the Declaration;
- (f) To construct improvements to SARASOTA COMMERCE PARK, A CONDOMINIUM in accordance with the Declaration;
- (g) To employ personnel and to retain independent contractors and professionals; and to enter into service contracts to provide for the maintenance, operation and management of Property; and to enter into any other agreements consistent with the purposes of the Association including, but not limited to,

agreements for professional management and to delegate to such contracting parties certain powers and duties of the Association and to contract for services to provide for the operation and maintenance of the Surface Water Management System Facilities;

(h) To borrow money and execute evidences of indebtedness and to buy, own, operate and lease real and personal property as may be necessary in the operation of the Condominium.

ARTICLE V **MEMBERS**

All Persons owning a vested present interest in the fee title to any of the condominium Units in SARASOTA COMMERCE PARK , A CONDOMINIUM, as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be Members of the Association with full voting rights. Membership shall pass with title to the Unit as an appurtenance thereto and shall not be transferable in any manner except as an appurtenance to such Unit. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates. In the event a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity in a Voting Certificate shall exercise its membership rights. In the event that any such Unit is further divided into condominium units, the association for such condominium shall vote the interest of that Unit.

The change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of the deed or other instrument of conveyance.

Prior to the recording of the Declaration in the Public Records of Sarasota County, the subscribers hereto shall remain the Members of the Association and shall each be entitled to one vote.

ARTICLE VI **VOTING RIGHTS**

Each Condominium Unit shall be entitled to one vote at Association meetings, notwithstanding that the same Owner may own more than one Unit or that Units may be joined together and occupied by one Owner. In the event of ownership of a condominium Unit, the vote to which that Unit other than sole

individual ownership is entitled shall be exercised by written agreement of all parties with an ownership interest, in the form of a Voting Certificate.

ARTICLE VII
INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered.

ARTICLE VIII
EXISTENCE

The Association shall exist perpetually unless dissolved according to law; however, if the Association shall be dissolved, the control or right of access to the Condominium Property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and if not accepted, then the Surface Water Management System Facilities shall be conveyed to another non-profit corporate similar to the Association.

ARTICLE IX
REGISTERED OFFICE AND REGISTERED AGENT

The registered agent for the Association shall be Stephen D. Rees, Sr., Esq. , Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., and the office of the registered agent is located at 8497 Enterprise Circle, Bradenton, Florida 34202.

ARTICLE X
DIRECTORS

The business of the Association shall be conducted by a Board of Directors, which shall consist of three (3) persons, as shall be designated by the Bylaws, and elected at the annual meeting. All directors elected by Owners other than Declarant, must be Members of the Association.

ARTICLE XI
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and street addresses of the Members of the first Board of Directors and officers, all of who shall hold office until their successors are duly elected and qualified, are as follows:

Patricia Thomsen: President and Director
John Thomsen: Vice President and Director
David Thomsen: Treasurer, Secretary and Director

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify all officers and directors against all expenses and liabilities of any nature whatsoever including but not limited to, attorney's fees (including appellate proceedings) reasonably incurred in connection with any proceeding or Board approved settlement thereof in which they may become involved by reason of holding such office. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such. Notwithstanding anything contained herein to the contrary, in instances where the officer or director admits or is adjudged guilty of willful malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply.

ARTICLE XIII
RIGHTS OF DEVELOPER

J&T Rentals, L.L.C., a Florida limited liability company, the Developer of SARASOTA COMMERCE PARK, A CONDOMINIUM, (hereinafter referred to as "Declarant"), shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be Unit Owners) until the following shall occur:

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

(b) Three months after 90 percent 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 of Condominium.

Declarant reserves the right to remove any director it has appointed, designated or elected to the Board, and to fill vacancies of any such directors whether caused by such removal or by voluntary resignation. The fact that the Owners have not elected or refuse to elect directors not interfere with the right of directors designated by Declarant to resign.

ARTICLE XIV BY-LAWS

The Bylaws of the Association shall be adopted by the First Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XV SUBSCRIBER

The name and street address of the subscriber to these Articles of Incorporation is as follows:

Patricia Thomsen
393 North Point Rd. #903
Osprey, FL 34229

ARTICLE XVI
AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by:

(a) A simple majority vote of all voting rights of all Members of the Association taken at a special or annual meeting of the Members, which has been duly noticed within the time and in the manner provided in the Bylaws for such meetings, said notice having set forth the proposed amendment or a summary of the proposed changes; or

(b) A written statement signed by all directors and all Members of the Association. All rights conferred upon the Members herein are granted subject to this reservation.

Notwithstanding the foregoing, no amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration. Nor shall there be any amendment to these Articles which shall abridge, amend or alter the rights of (i) Declarant, including, without limitation, the right to designate and select the Directors as provided in Article XIII hereof and the rights reserved to Declarant in of the Declaration, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

IN WITNESS WHEREOF, I, the undersigned subscriber to these Article of Incorporation, have
hereunto set my hand and seal on this the 13 day of August 2007.

Patricia Thomsen

Patricia Thomsen

Print Name: Patricia Thomsen

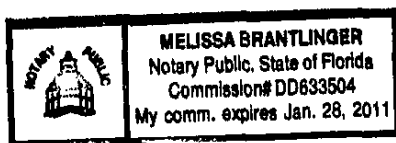
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 13 day of August, 2007, before me, an officer duly
authorized and acting personally appeared Patricia Thomsen to me well known and known to be the
person described in and who executed the foregoing instrument, and she acknowledged then and there before
me that she executed said instrument.

WITNESS my hand and official seal, in the County and State aforesaid, this the day and year last
above written.

Melissa Brantlinger
Notary Public

My Commission Expires: 01/28/11



ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in this certificated, 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.

Stephen D. Rees, Sr.
Stephen D. Rees, Sr., Esq. , Registered Agent

Dated: *August 14, 2007*

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TALLAHASSEE, FLORIDA