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FLORIDA PROFIT/NON PROFIT CORPORATION

CLARK STATION CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OF
CLARK STATION
CONDOMINIUM ASSOCIATION, INC.

SECRETARY CLARK STATION
TALLAHASSEE, FLORIDA

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THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Article of Incorporation.

ARTICLE I. NAME

The name of the corporation shall be CLARK STATION CONDOMINIUM ASSOCIATION, INC. Said corporation shall be referred to in this instrument as the "Corporation."

ARTICLE II. PURPOSE AND POWERS

Section 1. Purpose. The purpose for which the Corporation is organized is to provide an entity for the operation and governance of CLARK STATION, a Condominium ("Condominium"), located upon lands lying in Sarasota County, Florida, said property being described in the duly recorded Declaration of Condominium for the Condominium ("Declaration of Condominium"). Unless otherwise defined herein, the terms used herein shall have the same definitions as attributed to them in the Declaration of Condominium (to which these Articles shall be attached as an exhibit).

The Corporation shall not be operated for profit and shall make no distribution of income to its members, directors, or officers.

Section 2. Powers. The Corporation shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

The Corporation shall have all of the powers and duties contemplated in the Declaration of Condominium and the Florida Condominium Act together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the By-Laws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to make such other Special Assessments against Unit Owners as the Declaration of Condominium shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration of Condominium.

(b) To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration of Condominium Property.

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- (c) To maintain, repair, replace and operate the Condominium.
- (d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.
- (e) To reconstruct improvements after casualty and further improve the Condominium.
- (f) To make and amend reasonable rules and regulations.
- (g) To perform such functions as may be specified in the Declaration of Condominium and the By-Laws.
- (h) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, the By-Laws and such rules and regulations as may be promulgated.
- (i) To employ personnel to perform the services required for proper operation of the Condominium.
- (j) To lease, maintain, repair and replace the Common Elements.
- (k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.
- (l) To purchase a Unit or Units of the Condominium for any purpose and to hold, lease, mortgage or convey such Unit(s) on terms and conditions approved by the Board of Directors.
- (m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.
- (n) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and the replacement of the Common Elements with funds as shall be made available by the Corporation for such purposes. The Corporation and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Corporation.

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ARTICLE III. DEVELOPER

ROSIN WAY OFFICE PARK, LLC, a Florida limited liability company, (the "Developer") shall make and declare or has made and declared a certain Declaration of Condominium submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is to be known as CLARK STATION.

ARTICLE IV. RIGHTS OF DEVELOPER

Developer 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. When fifteen percent (15%) or more of the Units that will be operated ultimately by the Association are conveyed to Unit Owners other than Developer, such Unit Owners shall be entitled to elect not less than one-third (1/3) of the Board of Directors.

B. Unit Owners other than the Developer will be allowed to elect a majority of the members of the Board and control the Association at whichever of the following times shall first occur:

1. Three (3) years after fifty (50%) percent of the Units that will be ultimately operated by the Association have been conveyed to purchasers;
2. Three (3) months after ninety (90%) percent of the Units that will be ultimately operated by the Association have been conveyed to purchasers;
3. When all of the Units that will ultimately be operated by the Association have been completed and 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;
4. When some of the Units have been conveyed to purchasers and none of the other Units are held by the Developer for sale in the ordinary course of business; or
5. Seven years after recordation of the Declaration of Condominium, or in the case of the Association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of the Association operating a phase condominium created pursuant to Florida Statutes Section 718.403, 7 years after recordation of the declaration creating the initial phase.

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C. Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as Developer holds at least five percent (5%) of the Units in CLARK STATION.

ARTICLE V. TERM

The term for which this Corporation shall exist perpetually unless dissolved according to law.

ARTICLE VI. INCORPORATOR

The name and address of the incorporator of this Corporation is as follows:

Barry D. Edwards
5763 Rosin Way, Suite 1
Sarasota, FL 34233

ARTICLE VII. OFFICERS

The officers of the Corporation shall be a President and a Secretary-Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Corporation shall be elected for a term of one year, and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws of the Corporation. Until transfer of the control of the Corporation to the Unit Owners other than the Developer has been accomplished, the officers need not be directors or members of the Corporation.

The names and addresses of the persons who shall serve as the first officers are:

President - Barry D. Edwards
5763 Rosin Way, Suite 1
Sarasota, FL 34233

Secretary-Treasurer - Joseph M. Patane
5763 Rosin Way, Suite 1
Sarasota, FL 34233

ARTICLE VIII. DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors composed of not less than three (3) nor more than nine (9) directors. Until control of the Corporation is transferred to Unit Owners other than the Developer, the Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. Except for non-member directors

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appointed by the Developer, all directors shall be elected at the annual membership meeting of the Association.

The first Board of Directors shall be comprised of three (3) persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board of Directors who shall serve as the first Directors are:

Barry D. Edwards
5763 Rosin Way, Suite 1
Sarasota, FL 34233

Thomas M. Burke
5763 Rosin Way, Suite 1
Sarasota, FL 34233

Joseph M. Patane
5763 Rosin Way, Suite 1
Sarasota, FL 34233

The initial By-Laws of the Corporation shall be attached as an exhibit to the Declaration of Condominium for the Condominium and shall be adopted by the first Board of Directors.

ARTICLE IX. MEMBERS

Membership in the Corporation shall automatically consist of and be limited to all of the record Owners of Units in the Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but the Owner(s) of each Unit shall only be entitled to one vote as a member of the Corporation. The manner of designating voting members and exercising voting rights shall be determined by the By-Laws.

ARTICLE X. AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if there are members of the Association, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If there are no members of the Association, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

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(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all members of the Association entitled to vote thereon.

No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

ARTICLE XI. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Corporation shall be 5763 Rosin Way, Suite 1, Sarasota, FL 34233, or at such other place or places as may be designated from time to time.

ARTICLE XII. REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation and the name of the initial registered agent at that address is:

Timothy S. Shaw, Esquire
Kirk Pinkerton, P.A.
50 Central Avenue, Suite 700
Sarasota, FL 34236

ARTICLE XIII. INDEMNIFICATION

The Corporation shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Corporation, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIV. SURFACE WATER MANAGEMENT SYSTEM

a. Responsibility for Operation. The Association shall be responsible for the operation and maintenance of the Surface Water Management System Facilities, pursuant to the ERP, both as

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defined in the Declaration of Condominium. The Association's cost with respect thereto shall be a Common Expense. Operation and maintenance and reinspection reporting with respect to the Surface Water Management System Facilities shall be performed in accordance with the terms and conditions of the ERP. If there is a delayed transfer of the ERP to the Association, then the permittee thereunder shall continue to have responsibility thereunder until such responsibility is transferred to the Association. (In such event, the permittee must submit to the District appropriate documentation required by the District, and which must be approved by the District, as defined in the Declaration of Condominium, before the transfer of responsibility to the Association is effective.) Upon such transfer of responsibility from the permittee, the Association shall thereafter have responsibility for the maintenance of the Surface Water Management System Facilities. Notwithstanding that responsibility pursuant to the ERP may not have yet been transferred to the Association, the cost of operation and maintenance of the Surface Water Management System Facilities, prior to such transfer, shall be paid by the Association as a Common Expense.

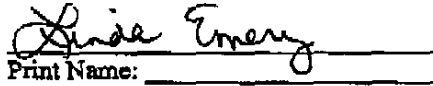
b. Dissolution of Association. If the Association is permanently dissolved, as provided in the Declaration of Condominium, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted, then the Surface Water Management System Facilities shall be conveyed to a not-for-profit corporation similar to the Association. If the Association is permanently dissolved, all Unit Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the ERP, unless and until an alternate entity assumes responsibility in accordance with this Article.

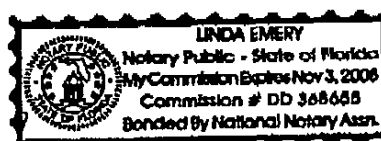
IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 27 day of August, 2007.


Barry D. Edwards, Incorporator

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27 day of August, 2007, by Barry D. Edwards, being known to me to be the person who executed the foregoing Articles of Incorporation of CLARK STATION CONDOMINIUM ASSOCIATION, INC.


Print Name: _____
Notary Public - State of Florida
My Commission Expires: _____
Commission No: _____



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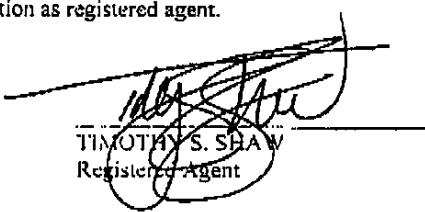
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ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for CLARK STATION CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.


TIMOTHY S. SHAW
Registered Agent

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