

N07000011564

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H07000289410 3)))



H070002894103ABC+

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : RUDEN, MCCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.
Account Number : 076077000521
Phone : (954) 527-2428
Fax Number : (954) 333-4001

FLORIDA PROFIT/NON PROFIT CORPORATION

Galleria on Venice Avenue Master Association, Inc.

| | |
|-----------------------|---------|
| Certificate of Status | 1 |
| Certified Copy | 1 |
| Page Count | 06 |
| Estimated Charge | \$87.50 |

FILED
07 NOV 30 PM 2:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

11/30/07 RECEIVED 3

07 NOV 30 PM 2:50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
GALLERIA ON VENICE AVENUE MASTER ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the meanings ascribed to such terms in that certain Declaration of Covenants, Restrictions and Easements for Galleria on Venice Avenue ("Master Declaration") to be recorded in the Public Records of Sarasota County, Florida.

**ARTICLE II
NAME**

The name of this corporation shall be the GALLERIA ON VENICE AVENUE MASTER ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Master Association, whose present address is 121 Triple Diamond Boulevard, Suite 8, N. Venice, Florida 34275.

**ARTICLE III
PURPOSE**

The purpose for which the Master Association is organized is to take title to, operate, administer and maintain the Master Association Property in accordance with the terms, provisions and conditions contained in the Master Documents and to carry out the covenants and enforce the provisions relative to the Master Association as set forth in the Master Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Master Association.

**ARTICLE IV
POWERS**

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

A. The Master Association 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 the Master Declaration or Bylaws.

B. The Master Association shall have all of the powers granted to the Master Association in the Master Declaration. All of the provisions of the Master Declaration and Bylaws are incorporated into these Articles for the purpose of establishing the Master Association's powers necessary for it to act as contemplated by the Master Declaration.

C. The Master Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Master Documents;
2. To make, establish, amend abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Master Association Property;
3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Common Expenses and other costs defined in the Master Declaration and costs of collection, and to use and expend the proceeds of such Assessments in the exercise of its powers and duties of the Master Association;

H07000289410 2

407000-20911.1.1

B. Master Declarant shall be a Member of the Master Association until it no longer owns a Unit or Outparcel.

C. The Master Association shall have three (3) classes of voting membership ("Class Members"):

1. "Class A Members" shall be all Owners of a Unit, with the exception of Master Declarant. Class A Members shall be entitled to select three (3) Directors in accordance with the articles of incorporation of the Sub-Association; provided, however, Master Declarant shall retain the right to appoint a majority of the directors to the Board until the Transfer Date.

2. "Class B Members" shall be the Owners of the each of the Outparcels, with the exception of Master Declarant. Each Class B Member shall be entitled to select one (1) Director; provided, however, Master Declarant shall retain the right to appoint a majority of the directors to the Board until the Transfer Date.

3. "Class C Member" shall be Master Declarant and any single successor or assign of Master Declarant which takes title to any part of the Property for the purpose of development and sale, and which is designated as such in a recorded instrument executed by Master Declarant. The Class C Member shall be entitled to three times the aggregate votes of all Members plus one. Class C membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Transfer Date"):

(i) At such time as Master Declarant, in its discretion, shall designate in writing to the Master Association; or

(ii) When Master Declarant shall no longer owns any interest in the Property.

D. The Members shall have no voting rights in the Master Association. All decisions of the Master Association shall be made by the Board.

E. No Member may assign, hypothecate or transfer in any manner its membership in the Master Association except as an appurtenance to its Unit or Outparcel.

F. Any Member who conveys or loses title to a Unit or Outparcel by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Unit or Outparcel and shall lose all rights and privileges of a Member resulting from ownership of such Unit or Outparcel.

ARTICLE VI TERM

The term for which this Master Association is to exist shall be perpetual. In the event of dissolution of the Master Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Master Association (including the Surface Water Management System Facilities) shall be conveyed to a similar owners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved corporation and its properties in the place and stead of the dissolved corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved corporation and its properties. In the event such owners' association or public agency does not accept such conveyance of the Surface Water Management System Facilities then, in such case, the Surface Water Management System Facilities shall be conveyed to a similar non-profit corporation.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Mark F. Grant, Esq., 200 East Broward Boulevard, Suite 1500, Fort Lauderdale, Florida 33301.

ARTICLE VIII
OFFICERS

A. The affairs of the Master Association shall be managed by the President of the Master Association, assisted by one or more Vice President(s), the Secretary and the Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

| | |
|---------------------|--------------------|
| President | Christopher Deveso |
| Vice President | Thomas P. McGinley |
| Secretary/Treasurer | Suzanne Deveso |

ARTICLE X
BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("First Board") who are to serve until the Transfer Date. The number of members of the Board subsequent to the First Board shall be determined by the Board from time to time, but shall not be less than five (5) Directors. Except for Master Declarant-appointed Directors, Directors must be selected from amongst the Members.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|--------------------|---|
| Christopher Deveso | 121 Triple Diamond Boulevard, Suite #8 North Venice, Florida 34275 |
| Thomas P. McGinley | 121 Triple Diamond Boulevard, Suite #8 North Venice, Florida 34275 |
| Suzanne Deveso | 121 Triple Diamond Boulevard, Suite #8 North Venice, Florida 34275 |

Master Declarant reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Master Association until the Transfer Date. Upon the Transfer Date, Master Declarant shall cause all of the members of the First Board to resign, whereupon the Directors shall be appointed as follows: three (3) Directors selected by the Sub-Association in accordance with the articles of incorporation of the Sub-Association and one (1) Director selected by each of the Owners of the Outparcels. Notwithstanding the resignation of the First Board upon the Transfer Date as provided herein, so long as Master Declarant continues to own any interest within the Property, Master Declarant shall be entitled (but not required) to appoint one (1) Director. After the Transfer Date, the Board so selected pursuant to this Paragraph C (including the Director selected by Master Declarant, if any) shall serve a term of one (1) year and until the annual meeting of Members following the expiration of the one-year term whereupon a new Board shall be elected in the manner provided herein and

FTL:1758116:4

4470002894103

as set forth in the Bylaws. Vacancies on the Board shall be filled in accordance with the Bylaws.

ARTICLE XI INDEMNIFICATION AND LIMITED LIABILITY

A. Each and every Director and officer of the Master Association shall be indemnified by the Master Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon by him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Master Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Master Association. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Master Association may be entitled by common or statutory law.

B. The Master Association, the Board of Directors, Master Declarant and any member, agent, or employee of any of the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

ARTICLE XII BYLAWS

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

ARTICLE XIII AMENDMENTS

A. These Articles may be amended only as follows:

1. (a) Any number of proposed amendments may be submitted to the Board and voted upon by the Board at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Director within the time and in the manner provided in the Bylaws for the giving of notice of meetings of the Board.

(c) At such meeting a vote of the Board shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of four (4) out of five (5) Directors.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by four (4) out of five (5) Directors setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Master Declaration or any amendments or supplements thereto.

C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Master Declaration is recorded, a certified copy of each amendment or the Articles as restated to include such amendment shall be recorded amongst the Public Records of the County.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Master Declarant, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by Master Declarant; or (ii) any Institutional Lender without the prior written consent of such Institutional Lender.

**ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Master Association is 121 Triple Diamond Boulevard, Suite #8, North Venice, Florida 34275, and the initial registered agent of the Master Association at that address shall be Christopher Deveso.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 29th day of Nov 2007.


Mark F. Grant, Esquire, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Galleria on Venice Avenue Master Association, Inc. as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under Florida Statutes, Chapter 617.


Christopher Deveso, Registered Agent

FILED
07 NOV 30 PM 2:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA