

1088888801355

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

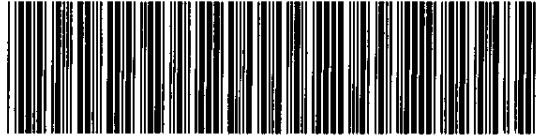
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800117592738

02/11/08--01013--018 **87.50

FILED

2008 FEB 11 P 4:03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

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

SUBJECT: Orange Center Commercial Plaza East Condominium Association, Inc.
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed are 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 of
Status

ADDITIONAL COPY REQUIRED

FROM: Charles R. Maxwell II
Name (Printed or typed)

3975 S. Orange Blossom Trail, Suite 101
Address

Orlando, FL 32839
City, State & Zip

407-240-2666
Daytime Telephone number

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

ARTICLES OF INCORPORATION
OF
ORANGE CENTER COMMERCIAL PLAZA
EAST CONDOMINIUM ASSOCIATION, INC.

FILED
2008 FEB 11 P 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a corporation not for profit under Chapter 617 of the *Florida Statutes*, certifies as follows:

ARTICLE 1 - NAME AND DEFINITIONS

The name of the corporation shall be Orange Center Commercial Plaza East Condominium Association, Inc. The mailing address for this Association is c/o Charles Ray Maxwell II, 3975 S. Orange Blossom Trail, Orlando, Florida 32839. The name of the initial Registered Agent is Charles Ray Maxwell II. For convenience the corporation shall be referred to in this instrument as the "**Association**," these Articles of Incorporation as the "**Articles**," the Bylaws of the Association as the "**Bylaws**," and the members of the Association as the "**Members**" or the "**Unit Owners**." Any terms used herein will have those definitions set forth in the Declaration (as defined below) or if not defined in the Declaration, those definitions established by *Florida Statutes* § 718.103. If any definition in the Declaration conflicts with a definition in the *Florida Statutes*, the definition in the Declaration will prevail and govern the interpretation of this document.

ARTICLE 2 - PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718 of the *Florida Statutes* (the "**Condominium Act**") for the operation of Orange Center Commercial Plaza East, a Condominium (the "**Condominium**"), on real property situated in Orange County, Florida (the "**County**"), to be more particularly described in the Declaration of Condominium for Orange Center Commercial Plaza East, a Condominium (the "**Declaration**") recorded by Orange Blossom Development Group, LLC, a Florida limited liability company (the "**Developer**"). When completed, the Condominium will consist of numerous condominium units (the "**Units**"). The Association will undertake the performance of, and carry out the acts and duties incident to, the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions and authority contained in these Articles and in the Declaration. Capitalized terms used herein which are not otherwise defined in these Articles shall have the same meanings as those set forth in the Declaration.

ARTICLE 3 - POWERS

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

3.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles, the Declaration or the Condominium Act.

3.2 Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act as it exists on the date of the recording of the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as the Declaration may be amended from time-to-time, including those powers and duties set forth in these Articles and the Bylaws and those set forth in the Declaration, if not inconsistent with the Condominium Act, and including but not limited to the following:

(a) To make and collect Assessments against Members as Unit Owners to defray the costs, expenses and losses of the Condominium, including late charges and interest, not to exceed the maximum rates allowed by law.

(b) To use the proceeds of Assessments and charges in the exercise of its powers and duties.

(c) To buy or lease both real and personal property for use by the Condominium, and to pledge, mortgage, encumber and sell or otherwise dispose of any property so acquired.

(d) To maintain, repair, replace and operate the Condominium Property and property acquired or leased by the Association for use by Unit Owners.

(e) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its Members as Unit Owners.

(f) To reconstruct and repair improvements after casualty and to construct additional improvements of the Condominium Property.

(g) To make and amend reasonable Rules and Regulations respecting the use and appearance of the Condominium Property, including the Units.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the Condominium Property.

(i) To operate and manage the Condominium within the purpose and intent of the Declaration and the Condominium Act and to contract for the management of the Condominium community. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act and the Association shall not delegate any powers or duties reserved to the Association by the Condominium Act.

(j) To contract for the management or operation of portions of the Common Elements and Association-owned property susceptible to separate management or operation, and to grant leases of those portions for this purpose, subject to the provisions of the Condominium Act.

(k) To employ personnel to perform the services required for proper operation of the Condominium, and to pay the costs thereof as a Common Expense of the Association.

(l) To employ professionals, such as attorneys and accountants, to perform the services required for proper operation of the Condominium, and to pay the costs thereof as a Common Expense of the Association

(m) To borrow money for appropriate purposes and to assign the Association's collection and lien rights in connection with any loan or upon request of the Master Association, or to accept assignment of the collection and lien rights of the Master Association upon request.

3.3 Purchase of Units. The Association shall have the power to purchase a Condominium Unit, provided that such purchase shall first receive the affirmative approval of not less than a majority of the votes cast by the voting Members of the Association, except that no membership approval shall be required to purchase Units at foreclosure sales of liens for unpaid Assessments for Common Expenses or to acquire title to Units in lieu of a foreclosure of liens for Assessments for Common Expenses.

3.4 Condominium Property. All funds and the titles of alt properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

3.5 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or officers.

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE 4 - MEMBERS

4.1 Membership. The Members of the Association shall consist of all of the record owners of Units in the Condominium and no other persons or entities will be entitled to membership. After termination of the Condominium, the membership shall also consist of those who are Members at the time of the termination and their successors and assigns.

4.2 Evidence. After the transfer or change in the ownership of a Unit, the change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and delivery to the Association of a copy of the recorded instruments. The owner receiving title of the Unit by instrument of transfer will be a Member of the Association and the membership of the prior owner will be terminated. In the case of a Unit which is owned by more than one person, all owners of the Unit shall hold the membership jointly, which membership shall be considered as one membership.

4.3 Assignment. The share 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 the Unit for which that share is held.

4.4 Voting. On all matters upon which the Members will be entitled to vote, the vote of a Unit will be equal to the total of the percentage of ownership in the common elements applicable to the particular Unit, which vote will be exercised by the Owner in accordance with the provisions of the Declaration and Bylaws. Until the Condominium Property is formally submitted to condominium ownership, the membership of the Association will be comprised of the subscribers to these Articles. In the event of the resignation or termination of membership of any such subscriber, the remaining subscribers may nominate and designate a successor subscriber. When the Condominium Property is formally submitted to condominium ownership, Developer will exercise the membership rights of a Unit until title to the Unit is transferred.

ARTICLE 5 - DIRECTORS

5.1 Number and Qualification. The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three Directors. The Directors on the first Board need not be Members of the Association, and Directors appointed or elected by the Developer pursuant to the Developer's rights as set forth in Section 718.301, *Florida Statutes*, need not be Members of the Association.

5.2 Duties and Powers. All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required by law or by the Declaration, these Articles or the Bylaws.

5.3 Election: Removal. Owners of Condominium Units, will, at all times, elect the Board subject, however, to the rights of the Developer set forth in Section 718.301, *Florida Statutes*, to elect or appoint Directors. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

5.4 Term of First Director. The first Board of Directors of the Association shall serve in accordance with the following guidelines and procedures: When Unit Owners other than the Developer own 15% or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

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

(b) Three months after 70% 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.

Notwithstanding the foregoing, the Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent of the Units. The Developer and Members of the Association other than Developer, shall have the rights and responsibilities granted by Section 718.301 of the Condominium Act, as it exists on the date of the recording of the Declaration. Notwithstanding any provision herein to the contrary, the Developer may at any time relinquish its right to appoint Directors and cause its representatives to resign as Directors. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

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

Charles Ray Maxwell II	<u>4309 Inwood Landing Drive</u> <u>Orlando, Florida 32812</u>
Charles Ray Maxwell	<u>4317 Waterfront Parkway</u> <u>Orlando, Florida 32806</u>
Clarence Stormant	<u>20 Dondanville Rd., Suite 604</u> <u>St. Augustine, Florida 32080</u>

ARTICLE 6 - OFFICERS

The officers of the Association and their qualifications and duties shall be as described in the Bylaws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	<u>Charles Ray Maxwell II</u>
Vice President:	<u>Charles Ray Maxwell</u>
Secretary/Treasurer:	<u>Clarence Stormant</u>

ARTICLE 7 - INDEMNIFICATION

Every Director and officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which such person may be a party, or in which such person may become involved by reason of that person being or having been a Director or officer of the Association, or by reason of that person serving or having served the Association at its request, whether or not that person is a Director or officer or is serving at the time the expenses are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties, the indemnification shall apply only when the Board of Directors approves the 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 that person may be entitled. The Association shall have the right, as a Common Expense, to purchase the necessary insurance in order to provide coverage for the indemnification set forth above.

ARTICLE 8 - BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and Members in the manner provided by the Bylaws.

ARTICLE 9 - AMENDMENTS

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

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members of the Association and must be approved by both the Board of Directors and the Members. Directors and Members not present in person or by proxy at any meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Such Approval must be seventy-five (75%) of the total votes of the Members present at any meeting at which there is a quorum and sixty-six and two-thirds (66-2/3%) percent of the Directors present at a meeting at which there is a quorum. The foregoing shall not be construed to prevent such amendments to be considered and approved by a written consent without a meeting if conducted according to applicable law.

9.3 Limitation. No amendment shall be made that conflicts with the Condominium Act or the Declaration. So long as the Developer retains ownership of any Units in the Condominium, no amendment shall be passed which, in the sole discretion of the Developer, abridges, amends or alters the rights of the Developer or adversely affects the Developer's rights to market its Units without the Developer's written consent. Notwithstanding the provisions of

Section 9.2, no amendment to these Articles which abridges, amends or alters the rights of an Institutional Mortgagee may be adopted or become effective without the prior written consent of the Institutional Mortgagee.

9.4 Recording. A copy of each amendment shall be filed with, accepted and certified by the Secretary of the State of Florida.

ARTICLE 10 - TERM

The term of the Association shall be perpetual.

ARTICLE 11 - PRINCIPAL OFFICE

The Association shall initially have a principal place of business and office at 3975 S. Orange Blossom Trail, Suite 101, Orlando, Florida 32839.

ARTICLE 12 - SUBSCRIBER

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

Charles R. Maxwell II	<u>3975 S. Orange Blossom Trail, Suite 101</u> <u>Orlando, FL 32839</u>
-----------------------	--

ARTICLE 13 — MISCELLANEOUS

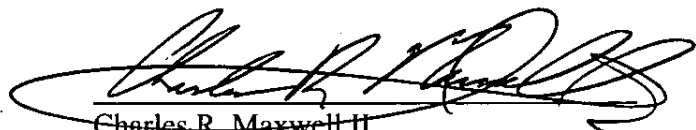
There shall be no dividends paid to any of the Members, nor shall any part of the income of the Association be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Association may not pay compensation to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Association shall issue no shares of stock of any kind or nature whatsoever.

ARTICLE 14 -EFFECTIVE DATE

This Association shall be effective from the date of filing of these Articles with the Secretary of State.

IN WITNESS WHEREOF the undersigned subscriber has executed these Articles of Incorporation this 4th day of February, 2008.


Charles R. Maxwell II,
Subscriber

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT AND REGISTERED OFFICE**

Pursuant to the Provisions of Sections 607.0501 and 617.0501 of the *Florida Statutes*, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement designating its registered office/registered agent, in the State of Florida.

The name of the corporation is Orange Center Commercial Plaza East Condominium Association, Inc. The name and address of the registered agent and office are:

Charles Ray Maxwell II

3975 Forrestal Ave., Ste. 600
Orlando, Florida 32806

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in such capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


CHARLES RAY MAXWELL II

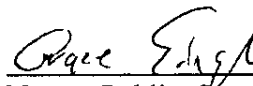
STATE OF FLORIDA

COUNTY OF ORANGE

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared **Charles Ray Maxwell II**, known to me to be the person described herein or having produced a Florida driver's license as identification that he is the person described herein and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

Executed and sealed by me at ORLANDO, Florida, on this 16 day of NOVEMBER, 2007.





Notary Public, State of Florida
Print Name: Grace Singh
Commission No.: DD 565259

2008 FEB 11 P 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED