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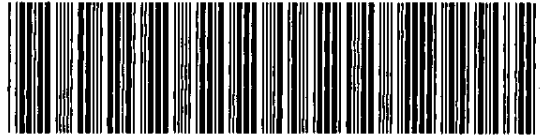
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2008 OCT 31 P 3:12

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

10-31-08  
2008

## COVER LETTER

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

SUBJECT: Renaissance at Seven Oaks Commercial 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: Pamela Jo Hatley P.A.  
Name (Printed or typed)

P. O. Box 47477  
Address

Tampa FL 33646  
City, State & Zip

813-978-1480  
Daytime Telephone number

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

FILED  
2008 OCT 31 P 3:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
RENAISSANCE AT SEVEN OAKS  
COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED INCORPORATOR, being a legal entity 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 Articles of Incorporation.

**ARTICLE I. NAME; DEFINITIONS**

The name of the corporation shall be RENAISSANCE AT SEVEN OAKS COMMERCIAL CONDOMINIUM ASSOCIATION, INC. (the "Condominium Association"). All capitalized terms contained in this instrument shall have the same defined meaning as in the Declaration of Condominium of Renaissance at Seven Oaks, a Commercial Condominium (the "Declaration"), unless otherwise provided to the contrary.

**ARTICLE II. PURPOSE AND POWERS**

**Section 1. Purpose.** The purpose for which the Condominium Association is organized is to provide an entity for the operation and governance of RENAISSANCE AT SEVEN OAKS, A COMMERCIAL CONDOMINIUM (the "Condominium"), located upon real property in PASCO County, Florida, said real property being described in the Declaration. The Condominium Association shall not be operated for profit and shall make no distribution of income to its members, directors or officers.

**Section 2. Powers.** The Condominium Association shall have all of the common-law and statutory powers of a Condominium Association, organized as a Florida corporation not-for-profit, which are not in conflict with the terms of these Articles. The Condominium Association shall have all of the powers and duties contemplated in the Declaration, the powers and duties contemplated in the Florida Condominium Act, chapter 718, Florida Statutes (Condominium Act) applicable to commercial condominium associations, and the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration 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 Bylaws 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 shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration and the Condominium Act;

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

(c) To maintain, repair, replace and operate the Condominium Property;

(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 Property;

(f) To adopt and amend reasonable rules and regulations governing the use of the Condominium Property;

(g) To perform such functions as may be specified in the Declaration and the Bylaws;

(h) To enforce by legal means the applicable provisions of the Condominium Act, the Declaration, the Bylaws, these Articles of Incorporation, and such rules and regulations as may be adopted;

(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 as same are defined in the Declaration;

(k) To lease, maintain, repair, and replace the Association Property and Common Areas as same are defined in the Declaration;

(l) 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;

(m) To purchase a Unit or Units of the Condominium for any purpose allowed pursuant to the Declaration, reasonable Rules and Regulations of the Condominium Association, and applicable laws, and to hold, lease, mortgage or convey such Units on terms and conditions approved by the Board of Directors;

(n) 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;

(o) To contract for the management and maintenance of the Condominium Property, Association Property, and Common Areas; and to authorize a management agent to assist the Condominium Association 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 regulations governing the Condominium Property, Association Property, and Common Areas, and the maintenance, repair and replacement of the same with funds as shall be made available by the Condominium Association for such purposes. The Condominium Association, its Board of Directors, and its Officers shall, however, retain at all times the powers and duties granted by the Declaration of Condominium, the Bylaws, these Articles, and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and regulations, and execution of contracts on behalf of the Condominium Association;

(p) To bring suit as may be necessary to protect the interests of Condominium Association, its Members, or the Condominium Property, and to be sued.

### **ARTICLE III. DEVELOPER**

Custom Renaissance Properties, LLC, a Florida Limited Liability Company (Developer), shall make and declare or has made and declared the Declaration, by which Developer has or will submit to condominium ownership certain real property described in the Declaration, under the terms, covenants, and conditions expressed more fully therein. The Condominium is to be known as RENAISSANCE AT SEVEN OAKS, A COMMERCIAL CONDOMINIUM.

### **ARTICLE IV. TERM**

The existence of the Condominium Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and, in the event of such termination, the Condominium Association shall be dissolved in accordance with law

### **ARTICLE V. INCORPORATOR**

The name and address of the incorporator of the Condominium Association is as follows:

Custom Renaissance Properties LLC

14033 N. Dale Mabry Highway, Tampa, Florida 33618

### **ARTICLE VI. OFFICERS**

The principal officers of the Condominium Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except that one person may serve as both Secretary and Treasurer. The officers of this Condominium Association shall be elected for a term of 1 year (unless otherwise provided in the Bylaws), and until a successor shall be elected and qualified by the Board of Directors at their annual meeting and in accordance with the provisions of the Bylaws of the

Condominium Association. The principal officers shall all be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Condominium Association shall be transferred to the Unit Owners other than the Developer.

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

Dominic L. Pioli  
Suzanne Pioli  
Frederick P. Cardinale

President  
Vice President  
Secretary and Treasurer

#### **ARTICLE VII. DIRECTORS**

Until control of the Condominium Association is transferred to unit owners other than the Developer, the affairs of the Condominium Association shall be managed by a Board of Directors composed of not fewer than 3 directors. After control of the Condominium Association is transferred to unit owners other than the Developer, the affairs of the Condominium Association shall be managed by a Board of Directors composed of not fewer than 5 directors. Until control of the Condominium Association 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 Condominium Act. Except for non-member directors appointed by the Developer, all directors shall be members of the Condominium Association and shall be elected at the annual membership meeting of the Condominium Association.

The first Board of Directors shall be comprised of 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:

Dominic L. Pioli, 14452 Bruce B. Downs Blvd., Suite 302, Tampa, FL 33647

Suzanne Pioli, 14452 Bruce B. Downs Blvd., Tampa, FL 33647

Frederick P. Cardinale, 14033 N. Dale Mabry Highway, Tampa, Florida 33618

The members of the Board of Directors designated by the Developer shall serve until Owners other than Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Condominium Association, at which time the Owners other than the Developer may elect one-third of the Directors. Unit Owners other than the Developer shall be entitled to elect a majority of the Directors:

- (i) three (3) years after the sale and conveyance by the Developer of fifty percent (50%) of the Units in the Condominium that will be operated ultimately by the Condominium Association; or

- (ii) three (3) months after ninety percent (90%) of the Units in the Condominium that will be operated ultimately by the Condominium Association, have been sold and conveyed by the Developer; or
- (iii) when all the Units in the Condominium that will be operated ultimately by the Condominium Association have been completed, some of them have been sold and conveyed and none of the others are being offered for sale by the Developer in the ordinary course of business; or
- (iv) 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
- (v) seven (7) years after recordation of this Declaration; or
- (vi) when the Developer so elects; whichever occurs first.

Developer shall be entitled to elect at least one (1) Board member as long as Developer holds for sale in the ordinary course of business at least one (1) Unit in the Condominium. Following the time the Developer relinquishes control of the Condominium Association, the Developer may exercise the right to vote any Units owned by the Developer in the same manner as any other Unit Owner, except for purposes of reacquiring control of the Condominium Association or selecting the majority members of the Board of Directors.

#### **ARTICLE VIII. BYLAWS**

The initial Bylaws of the Condominium Association shall be attached as an exhibit to the Declaration and shall be adopted by the first Board of Directors.

#### **ARTICLE IX. MEMBERS**

Membership in the Condominium Association shall automatically consist of and be limited to all of the record Owners of Units in the Condominium. Termination or transfer of Unit ownership, either voluntarily or by operation of law, shall terminate membership in the Condominium Association and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, all of the persons so owning said Unit shall be members of the Condominium Association and shall be eligible to hold office, attend meetings, and otherwise enjoy the benefits of membership. If Unit ownership is vested in more than one person, or in a corporation, partnership, Limited Liability Company or other legal business entity, the owners or entity shall designate an individual as the Voting Member entitled to vote. The manner of designating a Voting Member and exercising voting rights shall be determined by the Bylaws. On all matters on which the membership is entitled to vote, the members shall be entitled to cast the number of votes (or fraction thereof) equal to the undivided percentage interest in the Common Elements and Common Surplus appurtenant to each Unit in the Condominium owned by them as shown on Exhibit D to the Declaration.

## **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 Condominium Association other than the Developer, the Board shall direct that the amendment be submitted to a vote at a meeting of the members, which may be either the annual meeting or a special meeting. If there are no members of the Condominium Association other than the Developer, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(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 Condominium 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 Condominium Association shall be 14033 N. Dale Mabry Highway, Tampa, Florida 33618 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 Condominium Association and the name of the initial registered agent at that address are:

Frederick P. Cardinale, 14033 N. Dale Mabry Highway, Tampa, Florida 33618

## **ARTICLE XIII. INDEMNIFICATION**

The Condominium Association shall indemnify every director and every officer, his heirs, executors and administrators of the Condominium Association pursuant to the procedures



set forth in, and to the fullest extent authorized by Florida law as the same exists or may hereafter be amended. The right to indemnification provided herein shall be a contract right and shall include the right to be paid by the Condominium Association in accordance with Florida law for expenses incurred in advance of any proceeding's final disposition. The Condominium Association shall indemnify and advance expenses to officers and employees of the Condominium Association to the fullest extent permitted by Florida law. Indemnification shall be made with the prior approval of the Board of Directors and the determination by the Board that indemnification is permissible. The Condominium Association may indemnify and advance expenses to its fiduciaries and agents to the fullest extent permitted by Florida law. No indemnification shall be made without the prior approval of the Board of Directors and the determination by the Board that indemnification is permissible.

The Condominium Association may purchase and maintain insurance for it and on behalf of any person who is or was a director, trustee, officer, employee, fiduciary or agent of the Condominium Association against any liability asserted against or incurred by him or her in any capacity or arising from his or her status.

The foregoing rights of indemnification and insurance shall not be exclusive of, or in any manner limit, other rights to which any trustee, director, officer, employee, agent or fiduciary may be entitled as a matter of law, or to the extent not prohibited by law, by a contract approved by the Board of Directors.

**IN WITNESS WHEREOF**, the subscribing Incorporator has hereunto set its hand and seal and caused these Articles of Incorporation to be executed this 26 day of October, 2008.

Custom Renaissance Properties LLC,  
Incorporator

By:   
Dominic L. Pioli, Manager

By:   
Frederick P. Cardinale, Manager

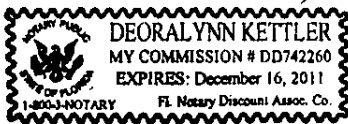
STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 2 day of October, 2008 by Dominic L. Pioli as Manager of Custom Renaissance Properties LLC, being known to me to be the person who executed the foregoing Articles of Incorporation of RENAISSANCE AT SEVEN OAKS COMMERCIAL CONDOMINIUM ASSOCIATION, INC., and who is personally known to me.

My Commission Expires: December 16, 2011 Deoralynn Kettler  
Notary Public

(AFFIX NOTARY SEAL)



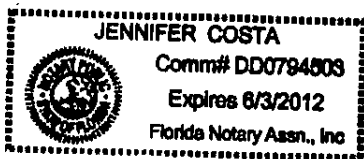
STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2008 by Frederick P. Cardinale as Manager of Custom Renaissance Properties LLC, being known to me to be the person who executed the foregoing Articles of Incorporation of RENAISSANCE AT SEVEN OAKS COMMERCIAL CONDOMINIUM ASSOCIATION, INC., and who is personally known to me.

My Commission Expires: 6/3/2012 Jennifer Costa  
Notary Public

(AFFIX NOTARY SEAL)



**ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT**

The undersigned, having been named as registered agent and to accept service of process for RENAISSANCE AT SEVEN OAKS COMMERCIAL 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.



Frederick P. Cardinale

**FILED**

2000 OCT 31 P 3:12

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA