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Subject: 001375.95430  
Division of Corporations

From: Michele Holden Wednesday, November 14, 2008 12:30 PM Page 1 of 8

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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**THE SEAGATE RESIDENCES CONDOMINIUM ASSOCIATION, INC.**

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H08000254858 3

**ARTICLES OF INCORPORATION**  
**OF**  
**THE SEAGATE RESIDENCES**  
**CONDOMINIUM ASSOCIATION, INC.**  
**(A NON-PROFIT FLORIDA CORPORATION)**

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**ARTICLE I**  
**NAME**

The name of this corporation is The Seagate Residences Condominium Association, Inc. (the "Association").

**ARTICLE II**  
**INITIAL PRINCIPAL OFFICE AND MAILING ADDRESS**

The initial principal office and mailing address of the Association is c/o HHC Seagate, Inc., 601 North Congress Avenue, Suite 114, Delray Beach, Florida 33445.

**ARTICLE III**  
**PURPOSE**

The purpose for which the Association is organized is to act as the governing association of that certain condominium known as The Seagate Residences, a Condominium (the "Condominium").

**ARTICLE IV**  
**MEMBERS**

The qualification of members and the manner of their admission shall be as follows: Any approved person or persons who hold(s) title in fee simple to a Unit in the Condominium shall, by virtue of such ownership, be a member of the Association; provided, however, that transfer of membership shall be made only as a part of and incident to the transfer of ownership of a Condominium Unit ("Unit") with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium (the "Declaration"). After receiving approval of the Association required by the Declaration, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium and the delivery of a copy of the recorded instrument to the Association within a reasonable time following such recordation. Such delivery is not required for initial conveyances by HHC Seagate, Inc., a Delaware corporation, its successors and assigns, as the developer of the condominium "Developer". The owner designated by such instrument thereby becomes a

H08000254858 3

member of the Association and the membership of the previous owner is thereby terminated. No member may assign, hypothecate or transfer in any manner such member's membership or such member's share in the funds and assets of the Association except as an appurtenance to such member's Unit.

#### **ARTICLE V DIRECTORS**

The property, business, and affairs of the Association shall be managed by a Board of Directors (collectively, the "Board of Directors") elected or appointed in the manner provided by the Bylaws. The number of directors shall be determined in the manner provide by the Bylaws, but which shall consist of not less than five (5) directors.

#### **ARTICLE VI OFFICERS**

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

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

President: E. Anthony Wilson  
Vice President: Thomas W. Blank  
Secretary/Treasurer: Garrett Graue

H08000254858 3

## **ARTICLE VII INDEMNIFICATION**

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he or they may become involved by reason of his or their being or having been a Director(s) or officer(s) of the Association. The foregoing provisions for indemnification shall apply whether or not he or they is or are a Director(s) or officer(s) at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

## **ARTICLE VIII AMENDMENTS**

**A. Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes, and in Chapter 718, Florida Statutes (the "Condominium Act"). Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

**B. Adoption.** Amendments of these Articles of Incorporation shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes, and in the Condominium Act (the latter to control over the former to the extent provided for in the Condominium Act).

**C. Amendment Limitation.** No amendment of these Articles of Incorporation shall make any changes in the qualifications of membership, nor in the voting rights of members, without the approval in writing of sixty-seven percent (67%) of the voting rights of the members of the Association. No amendment shall be made that is in conflict with the Condominium Act, the Declaration, or the Bylaws, nor shall any amendment made any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer or which would in any way adversely affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Institutional First Mortgagees, unless the Developer and/or the affected Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. All amendments to these Articles of Incorporation other than

H08000254858 3

the foregoing shall require the approval of a majority of the voting interests of the members of the Association represented at a meeting at which a quorum has been attained. No amendment to this section shall be effective.

**D. Developer Amendments.** Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may, while it retains control of the Association, amend these Articles of Incorporation consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

#### **ARTICLE IX BYLAWS**

The Bylaws shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. 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 X VOTES**

Each Unit in the Condominium shall have one (1) full indivisible vote, provided, however, that no voting interest or consent right allocated to a unit owned by the association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

#### **ARTICLE XI POWERS**

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

The Association shall have the following powers which shall be governed by the following provisions:

**A.** The 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 Condominium Documents or the Act.

**B.** The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of any Association Property and the Common Elements and Limited Common Elements and the levying and collection of Association Expenses, if any, and Common Expenses and the promulgation and enforcement of rules and regulations.

H08000254858 3

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Dwelling Units and the Common Elements) and any Association Property;
2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, repair, replacement, operation and management of the Condominium and Condominium Property and any other Condominium it may operate, and the payment of Common Expenses and Association Expenses, if any, and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;
3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act;
4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;
5. To enforce by legal means the provisions of the Condominium Documents and the Act;
6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and any Association Property, and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and any Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium or Association Expenses of the Condominium and any other Condominium operated by the Association, if any, and to enter into agreements for the installation, maintenance and operation of a "master" television antenna system and a cable television system, if any;
7. To sue and be sued;
8. To purchase and convey: (i) Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents;

H08000254858 3

9. To exercise such emergency powers as permitted by the Condominium Act;

10. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan; and

11. All exercise of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, and as more particularly described in the Bylaws, as they may be amended from time to time.

#### ARTICLE XII INCORPORATOR

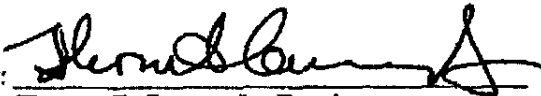
The name and address of the Incorporator is Thomas F. Carney, Jr., Esquire, c/o Carney Legal Group, P.A., 901 George Bush Boulevard, Delray Beach, FL 33483. The rights, interests, and obligations of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State.

#### ARTICLE XIII REGISTERED AGENT

The name of the registered agent and place for service of process is CARNEY LEGAL GROUP, P.A., c/o Thomas F. Carney, Jr., Esquire, 901 George Bush Boulevard, Delray Beach, FL 33483.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation this 12th day of November, 2008.

CARNEY LEGAL GROUP, P.A., a Florida  
Professional Association

By:   
Thomas F. Carney, Jr., Esquire  
For the firm

#### ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above-stated corporation, at the place designated in these Articles of Incorporation, the undersigned agrees to act in this capacity,

To: State of Florida  
Subject: 001375.95430

From: Michele Holden

Wednesday, November 12, 2008 12:30 PM Page: 8 of 8

H08000254858 3

and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

CARNEY LEGAL GROUP, P.A., a Florida  
Professional Association

By: 

Thomas F. Carney, Jr., Esquire  
For the firm

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