

FEB. 18. 2009 4:38 PM

C/S

NO. 88

P. 1

N09000000/675

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.

(((H09000038552 3)))



H090000385523ABCX

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 : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1375

Matt

RECEIVED
DEPARTMENT OF STATE
09 FEB 18 AM 8:13

FLORIDA PROFIT/NON PROFIT CORPORATION

THE RICE HOUSE CONDOMINIUM ASSOCIATION, INC.

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$78.75

FILED
09 FEB 18 AM 9:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

mrd 2/19

02/18 FEB. 18. 2009 4:37PM 1 36C S C

ICARD MERRILL et al.

NO. 688 P. 2002/013

FILED

09 FEB 18 AM 9:47

**ARTICLES OF INCORPORATION OF
THE RICE HOUSE CONDOMINIUM ASSOCIATION, INC.
a Florida corporation not-for-profit**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and agree and certify as follows:

ARTICLE I

**Association Name, Principal Office, Address
and Registered Agent Identity**

1.1 Name. The name of the corporation shall be THE RICE HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. (the "Association".) The street address and mailing address of the initial principal office of the Association shall be 534 Beach Road, Sarasota, FL 34242.

1.2 Address and Registered Agent. The street address of the initial registered office of the Association is 534 Beach Road, Sarasota, FL 34242. The name of the Association's initial registered agent at such address is Thomas M. Rice.

ARTICLE II

Purpose

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes, the "Act") as it exists on the date hereof for the maintenance, operation and management of a Condominium known as The Rice House, a Condominium ("Condominium"), being a proposed Condominium located in Sarasota County, Florida.

2.2 Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its Members, Directors, or Officers.

2.3 No Shares of Stock. The Association shall not have or issue shares of stock.

2.4 Definitions. The Rice House, a Condominium, is sometimes referred to herein as the "Condominium". A Condominium Unit in the Condominium is sometimes hereinafter referred to as a "Unit," and the owner of a Unit is sometimes hereinafter referred to as an "Owner" or a "Unit Owner". The property of the Condominium is sometimes referred to as "Condominium Property." All other terms used herein and not specifically defined shall have the meanings proscribed to them the Declaration of Condominium of The Rice House, A Condominium, as it may be amended from time to time (the "Declaration").

ARTICLE III

Powers

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under Florida law not in conflict with the terms of these Articles of Incorporation or the Florida Condominium Act.

3.2 Specific Powers. The Association shall have all of the powers and duties of an Association as set forth in the Florida Condominium Act and all of the powers and duties reasonably necessary to manage, maintain, and operate a Condominium pursuant to the Declaration, including but not limited to the following:

3.2.1 To make and collect Assessments (regular, special and emergency) against Members as Unit Owners to defray the costs, expenses and losses incurred in the management, maintenance, operation, repair, and replacement of the Condominium and property and facilities serving the Condominium and/or Condominium Property, if any.

3.2.2 To use the proceeds of Assessments in the exercise of its powers and duties.

3.2.3 If provided in the Declaration or the Rules and Regulations for the Condominium, to charge interest and late charges on delinquent or past due Assessments and to accelerate the Assessments of a Unit Owner in such Condominium who are delinquent in payment of any installment of Assessments for Common Expenses and the power to collect the same.

3.2.4 To charge a use fee against Unit Owners in such Condominium for the use of designated Condominium Property, if any, or certain designated portions of the Common Elements.

3.2.5 To require as a condition to the letting or renting of a Unit in such Condominium a security deposit in an amount not to exceed the equivalent of one (1) month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

3.2.6 To acquire, own, convey, maintain, manage, repair, replace and operate the Condominium Property and all other property, improvements, and facilities serving the Condominium or their respective Unit Owner Members, whether located within or without the Condominium, including the operation, maintenance, repair, and replacement of the surface water management system as permitted by the Southwest Florida Water Management District and by Sarasota County, Florida, including without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands, and any associated buffer areas and wetland mitigation areas, and all related appurtenances serving the Condominium and the Condominium Property, if any.

3.2.7 To purchase insurance upon the Condominium Property and other Association Property, if any, and insurance for the protection of the Association and its Members as Unit Owners.

3.2.8 To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Condominium Property, including the Units and Association Property, if any, for the health, comfort, safety and welfare of the Unit Owners. All such

Rules and Regulations and amendments thereto shall be approved by the Board of Directors of the Association ("Board").

3.2.9 To approve or disapprove the transfer, lease, and ownership of Units in the Condominium, as provided in the Declaration.

3.2.10 To enforce by legal means the provisions of the Florida Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws of the Association, and the Rules and Regulations for use of the Condominium Property and Association Property, if any.

3.2.11 To perform all acts necessary to comply with the provisions of the Florida Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations and to act with all powers enumerated therein.

3.2.12 To contract for the management of the Condominium with third party contractors and to delegate to such contractor all powers and duties of the Association, except as such are specifically required by the Declaration or the Florida Condominium Act to have the approval of the Board or the Members of the Association.

3.2.13 To contract for the management or operation of all the portions of the Common Elements and Association Property, if any, susceptible to separate management or operation, including without limitation, for the operation and maintenance of the surface water management system facilities.

3.2.14 To employ personnel to perform the services required for proper management, maintenance, and operation of the Condominium and Condominium Property.

3.2.15 To acquire or enter into (prior or subsequent to the recording of the Declaration of the Condominium) agreements whereby it acquires leaseholds, memberships, or other possessory or use interests in real and personal property, and to declare expenses in connection therewith to be Common Expenses, and to adopt covenants and restrictions relating to the use thereof and to operate under a fictitious name.

3.2.16 To purchase and own Units in the Condominium, and to acquire and hold, lease, mortgage, and convey the same, subject however, to the provisions of the Declaration and the Bylaws of the Association relative thereto.

3.2.17 To obtain loans to provide funds for operating, maintaining, repairing, replacing, and improving the respective Condominium Property and Association Property, if any, and to pledge the income of the Association from Assessments against Unit Owners in the Condominium as security for such loans.

3.2.18 To sue and be sued and to defend the same as provided for in the Declaration.

3.3 Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the Bylaws of the Association.

3.4 Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association, and the Florida Condominium Act.

ARTICLE IV Members

4.1 Members. The Members of the Association shall consist of all persons owning a vested present interest in the fee title to any of the Units, which interest is evidenced by a duly recorded instrument in the Official Public Records of Sarasota County, from time to time, and such membership shall terminate automatically as set forth in Section 4.2 below. After termination of the Condominium, membership shall consist of those who are Members at the time of such termination and their successors and assigns. Until the Declaration is recorded in the Public Records of Sarasota County, Florida, the subscriber(s) to these Articles shall be the sole Member(s) of the Association and shall cast all the votes. Upon the recording of the Declaration, the subscriber(s) shall automatically cease to be Member(s) of the Association.

4.2 Termination and Change of Membership. Membership in the Association shall terminate automatically and immediately as a Member's vested present interest in the title to a Condominium Unit terminates. After receiving any approval of the Association required by the Declaration of the Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Unit Owner(s) designated by such instrument thereby automatically becomes a Member of the Association and the membership of the prior Unit Owner(s) is immediately terminated.

4.3 Limitation on Transfer of Shares of Assets. 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 Member's Unit.

4.4 Voting. Each Member shall be entitled to vote its percentage of ownership in the Common Elements and Common Surplus as reflected on Exhibit "E" attached to the Declaration. Notwithstanding the foregoing statement, the same Owner may own more than one Unit or Units may be joined together and occupied by one Owner, and then that Owner shall be entitled to vote the percentage for all Units owned by it. In the event of ownership of a Unit other than by sole individual ownership, the vote to which the Unit is entitled shall be exercised by such natural person named in a written voting certificate executed by all parties with an ownership interest in the Unit. The voter named on such certificate shall be the only person authorized to vote in person or by proxy. The manner of exercising voting rights shall be determined by the Declaration and Bylaws of the Association.

ARTICLE V Transfer of Control

5.1 Declarant's Right to Control Association and Board and Transfer of Control. The Declarant, during the development and sales period of the Condominium, shall have and hereby reserves the absolute right and authority to manage and control the Association and its affairs and decisions and the exclusive right to elect or appoint all Directors of the Board (who need not be Unit Owners), subject, however, to the following formula which shall govern the transfer of control from the Declarant to Unit Owners other than the Declarant:

5.1.1 When Unit Owners other than the Declarant own fifteen percent (15%) or more of the total Units in the Condominium, such Unit Owners shall be entitled to elect no less than one-third (1/3) of the members of the Board of the Association.

5.1.2 Owners other than Declarant are entitled to elect not less than a majority of the members of the Board: (a) three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all 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 Declarant 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 Declarant in the ordinary course of business; or (e) seven years after recordation of the Declaration, whichever occurs first.

5.1.3 Declarant is entitled to elect at least one (1) member of the Board of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units operated by the Association. Following the time Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Units owned by Declarant in the same manner as any other Owner except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board.

5.1.4 The transfer of the control of the Association in accordance with the foregoing provisions shall take place pursuant to and in accordance with the Florida Condominium Act.

5.1.5 During the period the Declarant is in control of the Association, the Directors shall exercise all rights, powers, and privileges that would otherwise be exercisable by the Members. The Declarant may, at its option, at any time in writing waive its right to control the Association and turn over control to the owners of the applicable Units, who must then accept such turnover.

5.1.6 Notwithstanding anything hereinbefore or hereinafter contained or implied to the contrary, the Declarant hereby reserves unto itself, its successors, designees, and assigns, pursuant to the provisions of Article 5.1 hereof, the exclusive right to elect, to remove, and to replace from time to time, members of the first Board of the Association.

5.1.7 Notwithstanding the foregoing, the Declarant, while exercising control of the Association during the development and sales period for the Condominium, shall observe all the formalities of the Association's corporate structure and regime and the requirements of the Florida Condominium Act and the rules of the Division of Florida Condominiums, Timeshares, and Mobile Homes.

5.1.8 Declarant shall have the right, in its sole discretion, to relinquish control of the Association at any time after the recordation of this Declaration if Declarant's desires to do so and the Association, through the Owners, shall accept such control.

ARTICLE VI

Board of Directors

6.1 *Meeting for Election of the Board.* Within 75 days after the Owners other than Declarant are entitled to elect a member or members of the Board of the Association, the Association shall call, and give notice of the election for the members of the Board. The election shall proceed as provided in Section 718.112(2)(d), Florida Statutes and as stated in the Bylaws. The notice may be given by any Owner if the Association fails to do so. Upon election of the first Owner other than Declarant to the Board, Declarant shall forward to the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, within ten (10) days the name and mailing address of the Owner Board Member pursuant to 81B-23.003(5), Florida Administrative Code.

6.1.1 *Actions prohibited unless approved by Declarant.* If Declarant holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Declarant:

6.1.1.1 Assessment of Declarant as an Owner for capital improvements.

6.1.1.2 Any action by the Association that would be detrimental to the sales of Units by Declarant. However, an increase in Assessments for Common Expenses without discrimination against Declarant shall not be deemed to be detrimental to the sale of Units.

6.1.2 *Control of the Association.* At the time that Owners other than Declarant elect a majority of the members of the Board of the Association, Declarant shall relinquish control of the Association, and the Owners shall accept control. The date that Owners accept control shall be deemed the "Transfer Date". Simultaneously, or as otherwise provided by law, Declarant shall deliver to the Association, at Declarant's expense, all property of the Owners and of the Association which is held or controlled by Declarant, including, but not limited to, the items, if applicable, as required by Section 718.301(4), Florida Statutes.

6.2 *Board.* The affairs of the Association shall be managed by the Board consisting of three (3) Directors. Directors, except those persons named as the members of the First Board and those persons designated by the Declarant, if any, to replace such persons, shall be Members, or officers or members of corporate Members of the Association.

6.3 *Election of Directors.* The Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws of the Association.

6.4 *First Election of Directors.* The first election of Directors by the membership shall occur as provided in Section 6.1 hereof, the Bylaws, the Declaration and the Act. The First Board named in these Articles shall serve until such election and any vacancies in their number

occurring before the first election shall be filled by the Declarant, or in the event of its failure to do so, by the remaining Directors, except as otherwise specifically provided in Section 6.1 hereof, the Bylaws, the Act or the Declaration. The transfer of control of the Association by the Declarant to the Members shall be as provided in Article 5 hereof.

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

NAME:	ADDRESS:
Thomas M. Rice	P.O. Box 5057 Sarasota, FL 34277
Janet Argent	P.O. Box 5057 Sarasota, FL 34277
Gerald Williams	4412 Enchanted Oaks Drive Arlington, TX 76016

ARTICLE VII Officers

7.1 *Officers.* The affairs of the Association shall be administered by a President, Vice-President, Secretary, Assistant Secretary and Treasurer and such other offices as may be designated in the Bylaws of the Association. The Officers shall be elected by the Board at its first meeting following the Annual Meeting of the Members of the Association and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated and elected by the Board as follows:

OFFICE:	NAME:	ADDRESS:
President	Thomas M. Rice	P.O. Box 5057 Sarasota, FL 34277
Vice President	Thomas M. Rice	P.O. Box 5057 Sarasota, FL 34277
Secretary	Janet Argent	P.O. Box 5057 Sarasota, FL 34277
Treasurer	Thomas M. Rice	P.O. Box 5057 Sarasota, FL 34277

The Directors and Officers may lawfully and properly exercise all of the powers set forth in Article 3, notwithstanding the fact that some or all of them may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers, and are some or all of the persons with whom the

Association enters into such agreements, or who own some or all of the proprietary interests in the entity or entities with whom the Association enters into such agreements. Disclosure of such agreements in the Declaration, as initially declared or subsequently amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the Directors and Officers of this Association of the powers pertinent thereto.

ARTICLE VIII **Indemnification of Directors and Officers**

8.1 *Indemnity.* The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or agent of the Association, against all liabilities and expenses (including attorneys' fees, costs and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceedings, unless (a) a court of competent jurisdiction determined, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. A Director shall not be personally liable for monetary damages to the Association or any other person for any statement, vote, decision, or failure to act, regarding corporate management or policy, except as provided in Section 617.0834, Florida Statutes, as applicable.

8.2 *Expenses.* To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees and pre-suit expenses and costs) actually and reasonably incurred by him in connection therewith.

8.3 *Advances.* Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceedings upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

8.4 *Miscellaneous.* The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

8.5 *Insurance.* The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the

Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

8.6 *Amendment.* Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE IX **Bylaws**

9.1 *Bylaws.* The Bylaws of the Association shall be adopted by the Board of the Association and may be altered, amended or rescinded in certain instances by the Board, and in certain instances by the membership, in the manner provided in the Bylaws.

ARTICLE X **Amendments**

10.1 *Amendments.* Subject to the provisions of Sections 10.2 and 10.3 of this Article, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

10.1.2 A resolution for the adoption of a proposed amendment shall be adopted by the Board setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members of the Association. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the entire membership of the Board and by not less than two-thirds (2/3) of the votes ("Voting Interests") of the entire membership. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

10.1.3 A copy of each amendment filing shall be certified by the Secretary of State and shall be recorded in the Official Records of Sarasota County, Florida, with identification on the first page thereof of the Book and Page of the Official Records where the Declaration is recorded.

10.2 *Limitation on Amendments.* No amendment shall make any changes in the qualifications for membership nor the voting rights of Members, nor make any change in Section 3.2 of Article 3, Article 6, Section 6.1, 6.2 and 6.4 of Article 6 or in Section 10.3 of Article 10 without approval in writing by the Declarant (until Turnover), all Members and where required by the Act, the joinder of all record owners of mortgages upon all or any portion of the Condominium. No amendment shall be made that is in conflict with the Florida Condominium Act, the Declaration, the Bylaws or which deletes or modifies any of the rights of the Declarant hereunder without the prior written consent of the Declarant.

10.3 *Initial Amendments May be Made Only by First Board.* Notwithstanding anything herein contained to the contrary, until the first election of Directors by the Members, amendments to these Articles of Incorporation may be proposed and adopted only by the unanimous action of the First Board named in these Articles or their replacements.

ARTICLE XI

Term

18.1 *Term.* The term of the Association shall be perpetual, unless the Condominium is terminated pursuant to the provisions of the Declaration, and, in the event of such termination, the Association shall be dissolved in accordance with the law unless its Members shall unanimously determine otherwise. Upon such dissolution, the Property consisting of the surface water management system, including all control and 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 for such conveyance, then such surface water management system facilities shall be conveyed or dedicated to a corporation not-for-profit similar to the Association all as required by Southwest Florida Water Management District and the Declaration.

ARTICLE XII

Restriction upon Commencement of Litigation

12.1 *Restriction.* Notwithstanding anything contained herein, or within the Bylaws of this Association to the contrary, the Association shall be required to obtain the approval of at least two-thirds (2/3) of all Voting Interests in the Condominium prior to the employment of and payment of legal or other fees to persons or entities engaged by the Association for the purposes of suing or making, preparing, or investigating any lawsuit or commencing any lawsuit, other than for the following purposes:

- 12.1.1 The collection of Assessments against Members as Unit Owners including the preparation and filing of liens for unpaid Assessments and the foreclosure of such liens;
- 12.1.2 The collection of other charges and fees which Unit Owners are obligated to pay pursuant to the Declaration, these Articles, the Bylaws, and/or Rules and Regulations of this Association;
- 12.1.3 The enforcement of the use and occupancy and other restrictions contained within the Declaration, these Articles, the Bylaws, and/or Rule and Regulations of this Association, including but not limited to those respecting tenants and guests;
- 12.1.4 An emergency where awaiting to obtain the approval of the required number of Unit Owners would create a substantial risk of irreparable injury to the Association, the Condominium, and/or the Association Property, if any, or any portion thereof.

Any such approval shall be obtained at a meeting duly called and the notice for which shall specifically state its purpose.

ARTICLE XIII
Subscribers (Incorporators)

13.1 Names and Addresses. The name and residence address of the subscriber (Incorporator) of these Articles of Incorporation is as follows:

NAME:

ADDRESS:

Thomas M. Rice

P.O. Box 5057
Sarasota, FL 34277

IN WITNESS WHEREOF, the subscriber (Incorporator) has hereto affixed his signature of this 18th day of February, 2009.

Thomas M. Rice
Thomas M. Rice

STATE OF FLORIDA
COUNTY OF SARASOTA

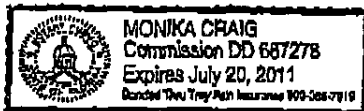
The foregoing instrument was acknowledged before me this 18th day of February, 2009, by Thomas M. Rice ☒ who is personally known to me; or ☐ has produced _____ as identification and ☐ did ☐ did not take an oath.

Monika Craig
Notary Public Signature

MONIKA CRAIG

Name of Acknowledged Printed or Stamped

My Commission Expires: _____



[CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE
OF PROCESS WITHIN THIS STATE AND NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED on Following Page]

**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE
OF PROCESS WITHIN THIS STATE AND NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

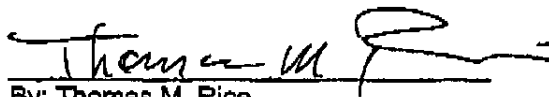
In pursuance of Chapter 48.091 and 617.0501, Florida Statutes, the following is submitted in compliance with said Act:

1.3 That The Rice House Condominium Association, Inc., desiring to organize under the laws of the State of Florida, with its principal offices at 534 Beach Road, Sarasota, FL 34242, has named Thomas M. Rice, whose office is located at 534 Beach Road, Sarasota, FL 34242, as its agent to accept service of process within the State.

ACKNOWLEDGEMENT

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

Dated: February 18, 2009.


By: Thomas M. Rice

\\mbrackway\R\Rice, Thomas\19815-74881\Articles_v09.doc

FILED
09 FEB 18 AM 9:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA