

W09000004754

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

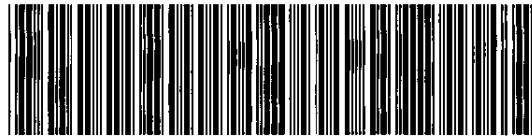
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400155823864

05/13/09--01026--009 **87.50

FILED
2009 MAY 13 PM 4:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. Burch MAY 14 2009

COVER LETTER

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

SUBJECT: Sanibel Cove Commercial 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:

<input type="checkbox"/> \$70.00	<input type="checkbox"/> \$78.75
Filing Fee	Filing Fee
	& Certificate of Status

<input type="checkbox"/> \$78.75	<input checked="" type="checkbox"/> \$87.50
Filing Fee	Filing Fee,
& Certified Copy	Certified Copy
	& Certificate of
	Status

ADDITIONAL COPY REQUIRED

FROM: Tim J. Anglim, President
Name (Printed or typed)

2353 Periwinkle Way
Address

Sanibel, Florida 33957
City, State & Zip

239-337-1918
Daytime Telephone number

E-mail address: (to be used for future annual report notification)

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

FILED

2009 MAY 13 PM 4:46

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
SANIBEL COVE COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Section 617.013, Florida Statutes, these Articles of Incorporation are created by S.W.F. Sanibel, Inc., a Florida corporation, as sole incorporator, for the purposes set forth below.

**ARTICLE I
NAME**

The name of the corporation (herein called the "Association") is Sanibel Cove Commercial Condominium Association, Inc., and the principal address is 2353 Periwinkle Way, Sanibel, Florida 33957.

**ARTICLE II
PURPOSE AND POWERS**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes) for the operation of Sanibel Cove Commercial Condominium (the "Condominium"), located in Lee County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles, the Declaration of Condominium of Sanibel Cove Commercial Condominium (the "Declaration"), the Association Bylaws, or the Florida Condominium Act, as they may hereafter be amended from time to time, including without limitation, the following:

- A. To make and collect Assessments against Members of the Association for the purpose of defraying the charges and expenses of the Condominium and all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by Unit Owners shall be used to pay: (1) the cost of maintenance and repair of the Common Elements and other costs related thereto; (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration; and (3) to pay all other Common Expenses as described in the Declaration or determined by the Association. To the extent not expended in the year in which paid, Assessments shall continue to be held by the Association for the benefit of the Members to be expended for the

foregoing purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the Common Surplus for disbursement to the Members or for maintenance reserves, at the discretion of the Board of Directors.

- B. To use the proceeds of Assessments in the exercise of its powers and duties.
- C. To maintain, repair, replace and operate all Association Property.
- D. To purchase and hold insurance for the protection of the Association.
- E. To improve the Common Elements and, after casualty, to repair and/or replace Common Elements.
- F. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the rules and regulations for the use of the Property.
- G. To contract for the maintenance, repair, replacement and operation of the Condominium and Association and to delegate to a management contractor or contractors all powers and duties of this Association.
- H. To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Members of the Association.
- I. To contract for the management, operation and upkeep of any and all property held or controlled by the Association.
- J. To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, specifically, the right to grant easements for utilities and access to maintain such utilities to any other association, entity or individual sharing such utilities;
- K. To select depositories for the Association funds.
- L. To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.
- M. To enact and enforce rules and regulations concerning the use and enjoyment of the Units, the Common Elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities.

- N. To operate and maintain the Common Elements, including the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.
- O. To approve or reject Leases or lessees submitted in accordance with the Declaration, Bylaws and Rules and Regulations.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE III MEMBERSHIP

- A. The Members of the Association shall be all record Owners of a fee simple interest in one or more Units in the Condominium. After termination of the Condominium the Members shall consist of those who are Members at the time of such termination.
- B. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to said Member's Unit.
- C. The Owners of each Unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV TERM

The term of the Association shall be perpetual.

ARTICLE V BYLAWS

The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VI AMENDMENTS

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

- A. Proposal. Amendments to these Articles may be proposed by a majority of the Board or upon petition of the Owners of one-fourth (1/4th) of the voting interests of the Owners by instrument, in writing, signed by them.
- B. Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.
- C. Vote Required. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of not less than 75% of the total voting interests of the Members at an annual or special meeting called for such purpose or by the written consent of not less than 75% of the total voting interests of the Members as permitted by Florida law, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains a fair statement of the proposed amendment.
- D. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida.

ARTICLE VII DIRECTORS AND OFFICERS

- A. The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than two (2) Directors, and in the absence of such determination, shall consist of two (2) Directors.
- B. Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided by the Bylaws.
- C. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board.

ARTICLE VIII DIRECTORS

The initial Directors of the Association shall be:

Tim J. Anglim
150 San Carlos Blvd.
Fort Myers, Florida 33931

Robin Humphrey
1560 Periwinkle Way
Sanibel, Florida 33957

ARTICLE IX
INITIAL REGISTERED AGENT

The initial registered office of the Association shall be at:

2245 McGregor Blvd.

Fort Myers, Florida 33901

The initial registered agent at said address shall be:

Howard Freidin, Esq.

ARTICLE X
INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association.

ARTICLE XI
SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

WHEREFORE, the incorporator has caused these presents to be executed this 23 day
of APRIL, 2009.

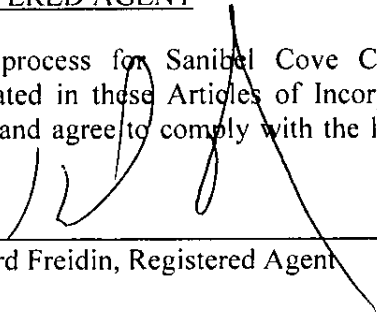
S.W.F. Sanibel, Inc., a Florida corporation

By: _____

Tim J. Anglim, President

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Sanibel Cove Commercial Condominium Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.


Howard Freidin, Registered Agent

FILED

2009 MAY 13 PM 4:46

SECRETARY OF STATE
TALLAHASSEE, FLORIDA