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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**OSCEOLA CENTER COMMERCIAL CONDO ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION OF THE  
OSCEOLA CENTER COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 817 of the Florida Statutes (the "Florida Not For Profit Corporation Act") and certifies as follows:

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**ARTICLE I**

The name of the corporation shall be: OSCEOLA CENTER COMMERCIAL CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE II**  
**MAILING ADDRESS**

The mailing address of the corporation is: Bradley P. Dressler, President, Osceola Center Commercial Condominium Association, Inc., 49 SW Flagler Avenue, Stuart, FL 34994.

**ARTICLE III**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE IV**  
**PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of Osceola Center, a Commercial Condominium, (the "condominium") located in Martin County, Florida. The condominium to be operated by this Association will be more particularly described in the Declaration of Condominium for such condominium which shall be recorded in the Martin County, Florida, public records.

**ARTICLE V**  
**MEMBERS**

5.1 Membership. The members of the Association shall consist of all of the record owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their personal representative, successors and assigns.

**5.2 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.

**5.3 Voting.** On all matters upon which the membership shall be entitled to vote, votes shall be based on the provisions contained in the Declaration and the By-laws which votes shall be exercised or cast in the manner provided by the By-Laws. Votes may be based on a proportional ownership interest as set forth in the Declaration of Condominium.

**5.4 Meetings.** The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

**ARTICLE VI**  
**INITIAL REGISTERED OFFICE:**  
**ADDRESS AND NAME OF REGISTERED AGENT.**

The initial registered office of this Corporation shall be at 844 East Ocean Blvd., Suite A, Stuart, FL 34994. The initial registered agent at that address shall be Christopher J. Twohey, Esq.

**ARTICLE VII**  
**DIRECTORS**

**7.1 Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association.

**7.2 Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration(s), these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

**7.3 Election; Removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

**7.4 Term of Developer's Directors.** The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements, and no Director appointed by the Developer shall be removed from office, except by the Developer (which the Developer may do, from time to time, by written notice to the Association). The Directors designated by the Developer shall hold office for the periods

of time set forth in the By-Laws.

**7.5 First 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, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
Bradley P. Dressler	49 SW Flagler Avenue, Stuart, FL 34994
Anne Pawsat-Dressler	49 SW Flagler Avenue, Stuart, FL 34994
Helen Hanrahan	49 SW Flagler Avenue, Stuart, FL 34994

**ARTICLE VIII**  
**OFFICERS**

**8.1 Offices.** The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

**8.2 Duties and Powers.** The powers and duties of the Officers are as provided in the By-Laws.

**8.3 Election; Removal.** The Officers shall be elected by the Board of Directors of the Association at its first meeting and shall serve at the pleasure of the Board of Directors.

**8.4 First Officers.** The names and addresses of the first officers who shall hold office until their successors are elected by the Board of Directors are as follows:

President/Treasurer	Bradley P. Dressler	49 SW Flagler Avenue, Stuart, FL 34994
Vice President	Anne Pawsat-Dressler	49 SW Flagler Avenue, Stuart, FL 34994
Secretary	Helen Hanrahan	49 SW Flagler Avenue, Stuart, FL 34994

**ARTICLE IX**  
**POWERS**

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

**9.1 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 provisions of these Articles, the Declaration, the By-laws or the Act.

**9.2 Enumeration.** The Association shall have all of the powers and duties set forth in the Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium(s).

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Properties, and other property acquired or leased by the Association for use by Unit owners.

(d) To purchase insurance upon the Condominium Properties and insurance for the protection of the Association, its officers, directors and members as Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Properties and for the health, comfort, safety and welfare of the Unit Owners.

(f) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Properties.

(g) To contract for the management of the Condominium(s) and any facilities used by the Unit Owners, and to delegate to the party with which such contract has been entered into all of the powers and duties of the Association, except those which require specific approval of the Board of Directors or the membership of the Association. In exercising this power, the Association may contract with affiliates of itself and the Developer.

(h) To employ personnel to perform the services required for the proper operation of the Condominium(s).

**9.3 Condominium Property.** All funds and the titles of all properties acquired by

the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-laws.

9.4 Distribution Of Income. The Association shall make no distribution of income to its members, directors or officers.

9.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

#### ARTICLE X DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Martin County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

#### ARTICLE XI INDEMNIFICATION

11.1 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 proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, committee member, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding; and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue, matter as to which such person acted in bad faith or shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding 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 conduct was unlawful.

11.2 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 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys fees) actually and reasonably incurred by him in connection therewith. The cost of the defense of any action may be advanced by the Association upon request of the Indemnatee, provided that if indemnification is ultimately determined not to be available, the Indemnatee must immediately reimburse the Association.

**11.3 Approval.** Any indemnification under Section 11.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 above. Such determination shall be made:

- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding;
- or
- (b) If such quorum is not obtainable; or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.

**11.4 Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in any specific case 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 is entitled to be indemnified by the Association as authorized in this Article 11.

**11.5 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 by-laws, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

**11.6 Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, 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 status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

**ARTICLE XII**  
**BY-LAWS**

The First By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the directors, members and the Developer in the manner provided in the By-Laws and the Declaration.

IN WITNESS WHEREOF, the Incorporator has affixed its authorized signatures and seal this 3<sup>rd</sup> day of June, 2009.

**INCORPORATOR**

AEPD Flagler, Inc.,  
a Florida corporation

BY:

  
Bradley P. Dressler, President

Witness

  
Witness

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**ACCEPTANCE OF REGISTERED AGENT**

Having been named to accept service of process for Osceola Center Commercial Condominium Association, Inc., at the place designated in the foregoing Articles of Incorporation, I hereby agree to act in that capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 29<sup>th</sup> day of May, 2009.

  
Christopher J. Twohey, Esq.  
Registered Agent