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(Requestor's Name)

1300 Thomaswood Drive
(Address)

(Address)

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Cornerstone Place Condominium Association, INC
(Business Entity Name)

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ARTICLES OF INCORPORATION 09 AUG -6 PM 4: 32

OF

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORNERSTONE PLACE CONDOMINIUM ASSOCIATION, INC.

The undersigned **GRACE DANSBY**, as **Trustee of a revocable trust created pursuant to declaration of trust dated August 20, 1999, and most recently evidenced by the *Grace Dansby Amended and Restated Living Trust Agreement* dated January 19, 2007**, desirous of creating a not-for-profit corporation under the laws of the State of Florida, does hereby adopt the following Articles of Incorporation:

ARTICLE I

Name and Principal Place of Business of the Corporation

1.1. **Name.** The name of this corporation shall be ***Cornerstone Place Condominium Association, Inc.***, and for convenience shall hereinafter be referred to as the "Association".

1.2. **Principal Place of Business.** Its principal office and place of business shall be at 3800 Apalachee Parkway, Tallahassee, Florida 32311. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II

Purpose and Powers

2.1. **Purpose.** The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for that certain commercial condominium known as ***Cornerstone Place***, located in Leon County, Florida, and to operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2. **Powers.** The Association shall have all of the rights, powers, duties and

functions of a governing association as set forth in the Condominium Act, now or hereafter in effect and all power and duties reasonably necessary to administer, govern and maintain the condominium pursuant to the *Declaration of Condominium* as it may be amended from time to time, including, but not limited to, the following:

(a) Make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by the unit owners shall be held in trust by the Association and used to pay:

(1) Cost of operation, maintenance, preservation, enhancement or repair of the condominium property and other costs related thereto, and

(2) Cost of administration of the affairs of the Association, including payment of applicable taxes and preservation of the Association's existence, to the extent properly allocable to the Association's duties under the *Declaration of Condominium* (all thereof, in the event that the Association undertakes no other activities): to the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the unit owners to be expended for the aforesaid purposes or, upon any termination of the condominium, the unexpended portion shall be added to the common surplus for disbursement to the unit owners.

(b) Use the proceeds of assessments in the exercise of its powers and duties.

(c) Maintain, repair, replace or operate the common elements.

(d) Purchase insurance upon condominium property and all properties

the Association shall hold and insurance for the protection of the Association and its members.

(e) Improve condominium property further and , after casualty, to reconstruct improvements.

(f) Approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.

(g) Enforce by legal means the provision of the Condominium Act, the *Declaration of Condominium*, these *Articles of Incorporation*, the *Bylaws* of the Association, and the *Rules and Regulations* for the use of the property of the condominium.

(h) Contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties in performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repairs and replacement of common elements with funds as shall be available by the Association for such purposes. The Association and its officers, shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) Purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use of benefit of the members of the Association.

(j) Contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) Encumber, lease or grant other possessory or use interests or easements in any and all property which the Association may acquire or control, including, but not limited to, the common elements of the condominium and any recreational facilities.

(l) Enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) Enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) Employ all personnel and engage such professional services as are reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) Exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not-for-profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

2.3. Ability to Contract. Any officer or director individually, or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that he/she or such

firm or corporation so interested shall be disclosed or shall be known to the Board of Directors or a majority thereof, prior to the making thereof. No contracts or other transactions between this Association and any other such persons, firm, or corporation and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE III
Qualification of Member and the Manner of Their Admission

3.1. Subscriber Membership. The subscriber constitutes the sole member of this Association until the recording of a *Declaration of Condominium* naming this Association as the Association thereunder. Upon the recording of the *Declaration of Condominium*, each owner of a Unit shall be entitled to membership in the Association. At such time as the purchase price is paid and the deed to a unit is recorded, the owner thereof shall become a member.

3.2. Requirement of Ownership. Ownership of a condominium unit shall be a prerequisite to exercising any rights as a member. A condominium unit may be owned by more than one person or by a corporation, association, partnership or trust.

3.3. Membership Transfers. Membership shall not be transferable, except as provided herein or in the *Declaration of Condominium* naming this Association as the Association thereunder. The membership of any Unit Owner shall terminate upon the termination of the condominium, or upon transfer of ownership in the unit, provided the transfer is accomplished in accordance with the provisions of the *Declaration of*

Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding the ownership interest in the Units, subject to a lien thereon for all un-discharged assessments or assessment installments. The Association may rely on a recorded deed or a copy of a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV **Term of Existence**

4.1. Perpetual Existence. The Association shall have perpetual existence.

ARTICLE V **Names and Addresses of the Subscriber**

5.1. Name and Address of Subscriber. The name and address of the subscriber of these Articles are as follows:

Grace H. Dansby, as Trustee, 3800 Apalachee Parkway, Tallahassee, FL 32311

ARTICLE VI **Officers**

6.1. Officers. The Officers of the Association shall consist of a President, Vice-President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. A person may hold more than one office, but the President may not also act as Secretary or Assistant Secretary.

6.2. Initial Officers. The names of the offices who are to serve until the first election are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Grace H. Dansby	President,	3800 Apalachee Parkway Tallahassee, Florida 32311
Grace H. Dansby	Secretary/Treasurer	3800 Apalachee Parkway Tallahassee, Florida 32311

6.3. Elections and Holding Office. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any Board meeting.

ARTICLE VII
Board of Directors

7.1. Number of Directors. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than one (1) nor more than five (5) persons.

7.2. Initial Board of Directors. The name and address of the initial Board of Directors are as follows, and she shall hold office until her successor is appointed or elected:

<u>NAME</u>	<u>ADDRESS</u>
Grace H. Dansby	3800 Apalachee Parkway Tallahassee, Florida 32311

7.3. Subsequent Election. Each Unit Owner of **Cornerstone Place** shall be entitled to appoint or elect one member to the Board of Directors. A Director shall hold office until his successor has been elected and qualified. Each Director shall have one vote for each Unit within **Cornerstone Place** owned by the Unit Owner appointing or electing the Director. For example, Grace H. Dansby, as Trustee currently owns all 5 of the Units and, therefore, has 5 votes and if she sells a Unit she will still have 4 votes and the Unit Owner to whom she sells the Unit shall appoint a Director who shall have one vote. A majority of the votes cast by the members of the Board of Directors shall represent the decision of the Board of Directors and, therefore, of the Association.

7.4. Removal of Directors. Directors may be removed with or without cause, by the Unit Owner appointing or electing him or her or in the manner provided by chapter 718, Florida Statutes.

7.5. Board Vacancy. In the event of a vacancy on the Board by reason of death, resignation or otherwise, the Unit Owner (or its successors in title to the Unit) which selected the Director shall elect or appoint a substitute Director.

7.6. Annual Meetings. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President, Secretary, or a majority of the Board upon written notices by telegram, personal delivery or by United States Mail to each Director sent at least five (5) days prior to the date of the meeting.

ARTICLE VIII **Bylaws**

8.1. Bylaws. The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended altered, modified or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interest of the Owner of the condominium unit or the mortgagees of any condominium property or unit, without the written consent of the Owner or the Mortgagees, respectively, to the extent such written consent may be required by the Owner or mortgagee. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE IX **Amendments to These Articles**

9.1. Amendments. Amendments to these Articles of Incorporation shall be proposed to the membership of the Association in writing. A majority affirmative vote of

the total voting interests of the Association shall be necessary to amend the Articles of Incorporation.

9.2. Required Joinder. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the joinder of all record holders of mortgages upon any condominium property or upon property held by the Association. No amendment shall be made that is conflict with the Condominium Act or the Declaration of the Condominium governed by this Association.

ARTICLE X **Voting**

10.1. Number of Votes. On the occasion of each vote by the members, the members shall be entitled to cast the members voting interest based on one (1) vote for each Unit within **Cornerstone Place**. The vote of a unit shall not be divisible. Should two (2) or more units be used by a single owner as one (1) unit, by combining the same in a manner approved by the Board or as otherwise provided in the Declaration, such use shall not in any manner affect or destroy the separateness of such units for voting purposes. Accordingly, the number of votes that may be cast on each voting occasion by the respective owners of the units are as follows:

<u>Unit Number</u>	<u>Number of Votes</u>
Unit "A"	1
Unit "B"	1
Unit "C"	1
Unit "D"	1
Unit "E"	1

Any unit owned by more than one person or by a corporation, partnership, or trust shall be entitled to have only one designee cast that unit's vote. If the designation is not filed

with the Secretary prior to the commencement of the meeting in which the vote may be exercised, the unit shall not vote. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owner or owners of the units.

10.2. Casting Votes. Votes may be cast either in person or by proxy. No power of attorney may be used for purposes of voting. All proxies and voting trust agreements must be in writing and filed with the Secretary before the convening for each meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof.

10.3. Entitlement to Vote. All members of the Association shall be entitled to vote upon matters affecting the Association, its property, and other possessory interest or uses and election of Directors.

10.4. Good Standing. A membership shall be deemed in "good standing" upon evidence of ownership of a condominium unit and membership shall pass as an appurtenance thereof.

ARTICLE XI **Additional Provisions**

11.1. Liability. No officer, Director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium naming this Association as the association thereunder.

11.2. Non-Profit. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, Directors or Officers. The Association may pay compensation in a reasonable amount to its members, Directors or Officers for services rendered, may confer benefits upon its members in conformity with its purpose, and upon dissolution or final liquidation may make distributions to its members as permitted by the court having jurisdiction

thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

11.3. Use of Terms. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

11.4. Indemnification. Every member of the Board of Directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved, by reason of his being, or having been, a member of the Board of Directors or officer of the Association, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, whether or not he is a member of the Board of Directors or officer at the time such expenses are incurred.

ARTICLE XII **Severability**

12.1. Severability. Should any paragraph, sentence, phrase or portion thereof of any provision of these Articles or the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

ARTICLE XIII **Appointment of Registered Agent for Service of Process**

Registered Agent. Pursuant to Section 48.091, Florida Statutes, Charles R. Gardner, whose business address is 1300 Thomaswood Drive, Tallahassee, Florida 32308, is appointed agent for service of process upon the Association.


SUBSCRIBING SIGNATURE

IN WITNESS WHEREOF, the subscribing incorporator has executed these
Articles of Incorporation this 6 day of August, 2009.

WITNESSES:


Print Name: CHARLES R. GARDNER



Print Name: Susan Garcia


Grace Dansby, as Trustee of a
revocable trust most recently evidenced
by the *Grace Dansby Amended and
Restated Living Trust Agreement* dated
January 19, 2007 ¹

¹ Note: The revocable trust of which the Grace Dansby a/k/a Grace H. Dansby is the Trustee was originally evidenced by a revocable trust agreement dated **August 20, 1999**, but was thereafter amended and restated pursuant to a revocable trust agreement dated **February 7, 2002**, and was thereafter again amended and restated pursuant to a revocable trust agreement dated **June 13, 2003**, and was thereafter again amended and restated pursuant to a revocable trust agreement dated **April 22, 2005**, and was thereafter again amended and restated pursuant to a revocable trust agreement dated **January 19, 2007**.

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above corporation, at the place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to being available at said location.


Charles R. Gardner

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