

Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION
Venice Plaza Office Park Condominium Association, Inc

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ARTICLES OF INCORPORATION
OF
VENICE PLAZA OFFICE PARK CONDOMINIUM ASSOCIATION, INC.,
a non-profit Florida corporation

We, the undersigned hereby associate ourselves together for the purpose of becoming a corporation not for profit under Chapter 617 of the laws of the State of Florida, by and under the provisions of the Statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

1. Name, Address and Registered Agent.

(a) Name and Principal Office. The name of the corporation shall be Venice Plaza Office Park Condominium Association, Inc., a non-profit Florida corporation. For convenience the corporation shall be referred to in these Articles as the "Association". The initial principal offices of the Association shall be located at 3629 Madaca Lane, Tampa, Florida 33629.

(b) Registered Office and Registered Agent. The street address of the initial registered office of the Association is 101 East Kennedy Boulevard, Suite 3700, Tampa, Florida. The name of the Association's initial registered agent is Tyler Hill.

2. Definitions. Unless a contrary intent is apparent, terms used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration of Condominium for Venice Plaza Office Park, a Condominium (the "Declaration"), to be recorded in the Public Records of Sarasota County, Florida, with respect to the land described therein.

3. Purpose.

(a) Purpose. The purpose for which the Association is organized is to provide an entity for the maintenance, operation and management of Venice Plaza Office Park, a Condominium (the "Condominium"), a land condominium located in Sarasota County, Florida. The Condominium is being developed and sold by Venice Plaza Shopping Center, Ltd., a Florida limited partnership (the "Developer").

(b) Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its member, directors or officers, except as compensation for services rendered.

(c) No Shares of Stock. The Association shall not have or issue shares of stock.

4. Powers and Duties.

(a) Common Law and Statutory Powers. The Association shall have and exercise all rights and powers conferred upon corporations not for profit under the laws

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of the State of Florida consistent with these Articles and the Declaration. The Association shall have and exercise all rights and powers conferred upon condominium associations pursuant to Chapter 718, Florida Statutes (the "Condominium Act").

(b) Specific Powers. Without limiting the foregoing, the Association shall also have all of the powers and authority reasonably necessary or appropriate to carry out the duties imposed upon it by the Declaration, including, but not limited to, the following:

(i) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined in the Declaration;

(ii) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments and assessment liens pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes for governmental charges levied or imposed against the property of the corporation;

(iii) To acquire (by gift, purchase or lease), to own, hold, improve, insure, build upon, operate, maintain, replace and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, and to contract improvements and to repair, remodel and demolish the same, on any property that is owned or leased by the Association;

(iv) To borrow money, and with the consent of two-thirds (2/3) of the voting interests, mortgage, pledge, deed and trust, or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred;

(v) To participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or to annex additional property and common elements, provided that such mergers, consolidation or organization shall have the consent of two-thirds (2/3) of the voting interests;

(vi) To make and amend reasonable Rules and Regulations respecting the use of any property or facilities over which the Association may have control, jurisdiction or administrative responsibilities, and to provide the penalties for the violation of any such Rules and Regulations; provided, however, that all such Rules and Regulations and amendments thereto (except for the initial Rules and Regulations which may be adopted by the first Board of Directors) shall be approved by not less than of two-thirds (2/3) of the voting interests before same shall become effective;

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(vii) To employ such legal counsel, accountants and other agents or employees as may be deemed necessary for the protection and furtherance of the interests of the Association and of its members and to carry out the purposes of the Association;

(viii) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners;

(ix) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the Rules and Regulations for use of the property of the Condominium, if any;

(x) To contract for the management of the Condominium and to delegate to such manager all powers and duties of the Association, except such as are specifically required by the Declaration to have the approval of the membership of the Association;

(xi) To purchase 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; and

(xii) To operate and maintain common property, specifically 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.

5. Membership.

(a) Members. The members of the Association shall consist of the record owners of Units in the Condominium.

(b) The Developer as Member. The Developer shall be a member of the Association so long as the Developer owns any portion of the Condominium property that the Developer intends to be subjected to the terms of the Declaration, or so long as the Developer holds a mortgage encumbering any portion of the Condominium property.

(c) Change of Membership. After receiving any approval of the Association required by the Declaration, 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 copy of such recorded instrument. The owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner shall terminate. In the event of death of any member, his membership shall be automatically transferred to his heirs or successors in interest.

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(d) 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.

6. Voting Rights. Each member shall be allocated votes in the affairs of the Association as follows: a member shall be afforded one (1) vote per five hundred (500) square feet in the member's Unit. (For example: A member whose Unit contains 1,500 square feet shall be allocated three (3) votes, whose Unit contains 2,500 square feet shall be allocated five (5) votes, and whose Unit contains 4,000 square feet shall be allocated eight (6) votes.)

7. Board of Directors.

(a) Directors. The affairs of the Association shall be managed by a Board of Directors, consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(b) Term and Election. Unless contrary provisions are made by law, each Director's term of office shall be for three (3) years, provided that all Directors shall continue in office until their successors are duly elected and installed. The Directors 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 of Directors shall be filled in the manner provided by the Bylaws of the Association.

(c) The Developer's Right of Control. The Developer shall have full right and authority to initially manage the affairs and exclusive right to elect the directors of the Association (who need not be Unit Owners). When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners shall be entitled to elect no less than one-third (1/3rd) of the directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the directors upon the occurrence of the earlier of the following:

(i) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(ii) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(iii) When all of 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 the Developer in the ordinary course of business;

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(iv) When some of the Units have been conveyed to purchasers, and none others are being constructed or offered for sale by the Developer in the ordinary course of business;

(v) Seven (7) years after recordation of the Declaration Of Condominium.

The Developer is entitled to appoint at least one director of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Association. Further, the Developer reserves the right to remove any director it has appointed, designated or elected to the Board of Directors, and to fill vacancies of any such directors whether caused by such removal or by voluntary resignation. The fact that the Unit Owners have not elected or refuse to elect directors shall not interfere with the right of directors designated by the Developer to resign.

8. Officers. The affairs of this Association shall be administered by the officers, including a president, a secretary, and a treasurer, who shall perform the duties of such officers customarily performed by officers of corporations. The Board of Directors may appoint other officers and grant them the duties it deems appropriate. The officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Directors.

9. Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities; including counsel 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 part or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

10. Incorporator. The name and street address of the Incorporator to these Articles of Incorporation is as follows:

Tyler Hill, Attorney at Law
101 East Kennedy Boulevard, Suite 3700
Tampa, Florida 33602

11. Bylaws. The first Bylaws of this corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded by the members in the manner provided by the Bylaws.

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12. Amendments.

(a) Amendments. Amendments to these Articles may be made and adopted upon the following conditions:

(i) A notice of the proposed amendment shall be included in the notice of the members' meeting which shall consider the amendment. The meeting may be the annual meeting or a special meeting;

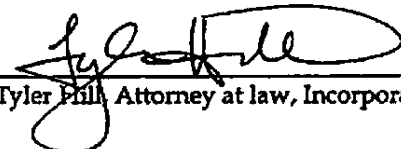
(ii) There is an affirmative vote of two-thirds (2/3) of the voting interests in the Association; and

(iii) A copy of each amendment shall be certified by the Secretary of State, and shall be recorded in the Public Records of Sarasota County, Florida.

(b) Limitation. No amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, the Developer, unless the Developer joins in the execution of the amendment, and no amendment shall be made that is in conflict with the Declaration.

13. 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 corporation shall be dissolved in accordance with the law. Upon dissolution of the Association, the property consisting of the surface water management system shall be conveyed to an appropriate agency of the local government; or, if not accepted by the agency, then the surface water management system shall be dedicated to a similar non-profit corporation.

I, the undersigned Incorporator to these Articles of Incorporation, have hereunto set my hand and seal on June 11, 2010.

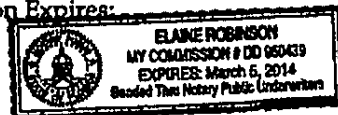

Tyler Hill, Attorney at law, Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on June 11th, 2010, by Tyler Hill, Attorney at Law, as Incorporator of VENICE PLAZA OFFICE PARK CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the non-profit corporation. Such person is personally known to me.


NOTARY PUBLIC

My Commission Expires:

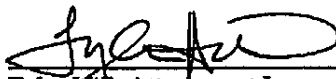


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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the Association, hereby accepts appointment as its registered agent and agrees to act in this capacity. I further agrees to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

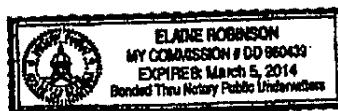

Tyler Hill, Attorney at Law

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on June 11, 2010, by Tyler Hill, Attorney at Law, who is personally known to me.


NOTARY PUBLIC

My Commission Expires:



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