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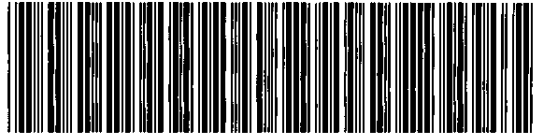
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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

CABANA CLUB AT PARADISE LAKES

CONDOMINIUM ASSOCIATION, INC.

- _____ Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- _____ Merger File _____
- _____ Art. of Amend. File _____
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- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- _____ Cert. Copy _____
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- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
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Requested by: SETH 03/31 11:00
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Division of Corporations

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TALLAHASSEE, FLORIDA

March 31, 2011

CAPITAL CONNECTION, INC.
ATTN: SETH

SUBJECT: CABANA CLUB AT PARADISE LAKES CONDOMINIUM
ASSOCIATION, INC.
Ref. Number: W11000018103

We have received your document for CABANA CLUB AT PARADISE LAKES CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name of the entity must be identical throughout the document.

Section 617.0803, Florida Statutes, requires that the board of directors never have fewer than three directors.

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6973.

Claretha Golden
Regulatory Specialist II
New Filing Section

Letter Number: 711A00007770

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**ARTICLES OF INCORPORATION
OF
CABANA CLUB AT PARADISE LAKES TIMESHARE ASSOCIATION, INC.**

THE UNDERSIGNED, desiring to form a corporation not-for-profit in accordance with the laws of the State of Florida, in compliance with the requirements of Chapters 617, 718 and 721, Florida Statutes, does hereby certify the following:

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.1 The name of this corporation is CABANA CLUB AT PARADISE LAKES TIMESHARE ASSOCIATION, INC. (the "Timeshare Association").

1.2 The principal office and mailing address of the Association is 2001 Brinson Road, Lutz, Florida 33558.

**ARTICLE II
REGISTERED OFFICE AND AGENT**

The name of the Association's initial registered agent and street address of the office of the initial registered agent shall be:

Stephanie Gibson
2001 Brinson Road
Lutz, Florida 33558

**ARTICLE III
DECLARATION**

A declaration entitled Declaration of Timeshare Plan for Cabana Club Timeshares at Paradise Lakes, as it may be amended from time to time, will be recorded in the Public Records of Pasco County, Florida (the "Timeshare Declaration"), by which certain units of the existing Cabana Club at Paradise Lakes Condominium shall be submitted by such unit owners and Cabana at Paradise, LLC, as such owners' attorney-in-fact for the purpose of creating the timeshare (the "Timeshare Developer"), to the timeshare form of ownership in accordance with Chapters 718 and 721, Florida Statutes. All terms contained in these Articles of Incorporation and not otherwise defined, shall have the meanings ascribed to them by the Timeshare Declaration.

**ARTICLE IV
PURPOSE**

4.1 The purpose for which the Timeshare Association is organized is to manage, operate and maintain a timeshare, to be known as the Cabana Club Timeshares at Paradise Lakes Plan (the "Timeshare") in accordance with Chapter 718 and Chapter 721, Florida Statutes, and Timeshare Declaration. The Timeshare Association will manage, operate and maintain the property in which the Timeshare is located pursuant to the Timeshare Declaration. All capitalized terms not defined herein and used in these Articles of Incorporation shall have the same meaning as ascribed to them in the Timeshare Declaration, unless the context otherwise requires.

4.2 The Timeshare Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE V
POWERS

5.1 The Timeshare Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles of Incorporation, all of the powers set forth in Chapters 718 and 721, and all of the powers set forth in the Declaration.

5.2 The Timeshare Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

(a) To adopt a budget and make and collect Timeshare Assessments against Timeshare Owners to defray the costs of the Timeshare.

(b) To use the proceeds of Timeshare Assessments in the exercise of its powers and duties.

(c) To maintain, manage, repair, replace and operate the property on which the Timeshare will be developed ("Timeshare Property"), including, but not limited to, obtaining and maintaining adequate insurance to protect the Timeshare Association and the Timeshare Property.

(d) To reconstruct improvements after casualty and construct further improvements to the Timeshare Property.

(e) To promulgate and amend the Timeshare Rules and Regulations.

(f) To enforce by legal means, including the levying of fines in accordance with Chapters 718 and 720, the provisions of the various Timeshare Plan Documents, the Condominium Documents, these Articles of Incorporation, the Bylaws, and the Timeshare Rules and Regulations.

(g) To contract for the management of the Timeshare with a manager or management company ("Management Company") and to delegate and assign to such Management Company all powers and duties of the Timeshare Association except such powers and duties as are specifically required by the various Timeshare Plan Documents or the Management Agreement (defined hereinafter) to have approval of the Board or the Owners or such powers and duties which may not be assigned or delegated pursuant to Chapter 721 and Chapter 718. The Timeshare Association and its officers shall retain at all times the powers and duties granted by the Condominium Act and Timeshare Act, including, but not limited to, the making of Timeshare Assessments, promulgation of Timeshare Rules and Regulations and execution of contracts on behalf of the Timeshare Association, except when such powers and duties have been expressly delegated or assigned to the Management Company in the Bylaws or in the Management Agreement.

(h) Unless otherwise provided by law, in the event anyone fails to pay taxes, fees, costs and assessments of any kind, to pay the same and to assess the same against the party which fails to properly pay.

(i) To obtain loans for purposes of meeting the financial needs of running the Timeshare Property it operates, and as security therefor, pledge the income from assessments collected from Owners.

(j) To pay the cost of all power, water, sewer and other utility services rendered to the Timeshare Property and not billed directly to Owners.

(k) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Timeshare Association, including, but not limited to, accountants and attorneys.

(m) To maintain all books and records concerning the Timeshare Property, including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners.

(n) To collect from Timeshare Interest Owners all assessments, rental, membership fees, if any, operations, replacement or other expenses in relation to any agreements, leaseholds, memberships or other use interest in land or recreational facilities in accordance with the Timeshare Declaration, all as a Timeshare Common Expense.

(o) To collect from Timeshare Interest Owners all assessments and fees imposed by the Timeshare Declaration (if any).

(p) To assign at any time and from time to time any or all of its powers to the Management Company to the extent permitted by law.

(q) To enter into contracts with cable television, telephone and transportation service, if any, providers for the benefit of Owners and to assess such costs to Owners as a Timeshare Common Expenses if they are not already assessed to the Timeshare Interest Owners as part of the Condominium Common Expenses.

(r) To grant use rights in and to the recreational facilities of the Condominium which are either Common Elements or Association Property to third parties who are not Owners of Timeshare Interests in the Timeshare and to assess and collect from such third parties fees for the use of the same.

(s) To assess and collect reasonable user fees from any third party who is not an Owner of a Timeshare Interest in the Condominium but who have been granted use rights in and to the recreational facilities of the Timeshare which are either Common Elements or Timeshare Property by the Developer.

(t) All funds, the title to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the Owners in accordance with the provisions of the Timeshare Plan Documents and the Condominium Documents.

(u) To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Elements, if any, to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Timeshare Declaration and the Declaration of Condominium, if any.

(v) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Timeshare Declaration and the Declaration of Condominium.

ARTICLE V **MEMBERSHIP**

5.1 The members of the Timeshare Association shall consist of all of the record Owner of Timeshare Units or Ownership Interests therein, and after termination of the Timeshare, shall consist of those who are member at the time of such termination, and their successors and assigns.

5.2 Membership shall be acquired by recording in the Public Records of the County, a deed, Lease Agreement or other instrument establishing record title to a Timeshare Unit in the Timeshare, the Owner designated by such instrument thus becoming a member of the Timeshare Association, and the membership of the prior Owner being thereby terminated; provided, however, any party who owns more than one Ownership Interest shall remain a member of the Association so long as he or shall has retained title or leasehold interest in any Timeshare Unit.

5.3 The share of a member in the funds and assets of the Timeshare Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Ownership Interest.

5.4 On all matters upon which the members shall be entitled to vote, there shall be one (1) vote for each Unit and 1/52nd fractional interest in such one (1) vote for each Leasehold Interest owned therein. A vote may be exercised or cast in such a manner as may be provided in the Bylaws of the Timeshare Association. Any person or entity owning more than one Ownership Interest in a Timeshare Unit or Units shall be entitled to vote for each Ownership Interests owned.

ARTICLE VI
DIRECTORS

6.1 The affairs of the Timeshare Association shall be managed by a Board of not less than three (3) nor more than five (5) directors, as determined by the Board in accordance with the Bylaws and, in the absence of such a determination, it shall consist of three (3) directors. Within these limits, the Board may from time to time increase or decrease the number of persons to serve on the Board; provided, however, that the Board shall always consist of an odd number of members.

6.2 Directors of the Timeshare Association shall be appointed or elected in the manner provided by the Bylaws.

6.3 The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

<u>Name</u>	<u>Address</u>
John Forier	P.O. Box 750 Land O' Lakes, Florida 34639

ARTICLE VII
OFFICERS

The affairs of the Timeshare Association shall be administered by a president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the Board shall from time to time determine. Such officers shall be elected by the Board at its first meeting following each annual meeting of the Owners of the Timeshare Association. Officers shall serve without compensation at the pleasure of the Board. The same person may hold two offices, the duties of which are not incompatible; provided however, that the president shall not also be the secretary, assistant secretary, treasurer, or assistant treasurer. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

	<u>Name</u>	<u>Address</u>
President:	John Forier	P.O. Box 750 Land O' Lakes, Florida 34639
Secretary:	John Forier	P.O. Box 750 Land O' Lakes, Florida 34639
Treasurer:	John Forier	P.O. Box 750 Land O' Lakes, Florida 34639

ARTICLE VIII
INDEMNIFICATION

8.1 Indemnity. The Timeshare 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 such person is or was a director, employee, officer or agent of the Timeshare Association, against expenses (including

attorneys' fees at all levels, including appellate levels), judgments, fines and amounts paid which are reasonably incurred by him in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Timeshare Association and acted with gross negligence, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. In the event of a termination of any action, suit or proceeding by settlement, this indemnification provision shall apply only when the Board has approved such settlement and reimbursement as being in the best interest of the Timeshare Association.

8.2 Expenses. Unless a director, officer, employee or agent of the Timeshare Association is not entitled to be indemnified under Section 8.1, he shall be indemnified against expenses (including attorneys' fees at all levels, including any appellate levels) actually and reasonably incurred by him in connection with any action, suit or proceeding referred to in Section 8.1.

8.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Timeshare 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 is entitled to be indemnified by the Timeshare Association as authorized in this Article VIII.

8.4 Miscellaneous. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Owners 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.

ARTICLE IX **BYLAWS**

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded in the manner as provided by the Bylaws.

ARTICLE X **AMENDMENTS**

These Articles of Incorporation shall be amended in the following manner:

10.1 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.

10.2 A resolution for the adoption of a proposed amendment may be proposed by the Board or by the members of the Timeshare Association. A member may propose such an amendment by instrument in writing directed to any member of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board, shall call a meeting of the membership to be held no sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval or disapproval in writing provided such approval is delivered to the Secretary at or prior to the meeting and such writing is not used to establish a quorum or counted as a vote. Except as provided herein, such approval must be by not less than sixty-six and two-third percent (66 2/3%) of the votes of the entire membership of the Timeshare Association.

10.3 Provided, however, the no amendment shall make any changes in the qualifications for membership not the voting rights of the members, nor any change in Section 5.2(t), without approval in writing by all members and the joinder of all record owners of mortgage s on the Timeshare Units. No amendment shall be made that is in conflict with the Timeshare Act, the Condominium Act, the Declaration of Condominium or the Timeshare Declaration.

ARTICLE XI
TERM

The term of the Timeshare Association shall be for the life of the Timeshare Plan, which is twenty (20) years from the date of the recordation of the Timeshare Declaration in the public records of the County as indicated in the Declaration. The Timeshare Association shall be terminated by the termination of the Timeshare in accordance with the Declaration.

ARTICLE XII
INCORPORATOR

The name and residence of the incorporator of these Articles of Incorporation is as follows:

Cabana at Paradise, LLC
P.O. Box 750
Land O'Lakes, Florida 34639

[SIGNATURES TO FOLLOW ON SUBSEQUENT PAGE]

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of the Corporation has executed these Articles of Incorporation this 25 day of March, 2010.

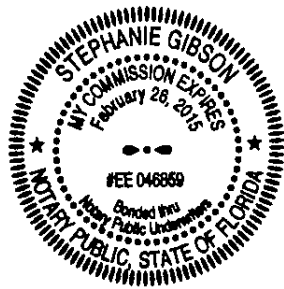
INCORPORATOR:

Cabana at Paradise, LLC, a Florida limited liability company

By: [Signature]
John Forier, its Managing Member

STATE OF FLORIDA
COUNTY OF Pasco

The forgoing instrument was acknowledged before me this 25 day of March, 2010, by John Forier as Incorporator, personally known to me, or who has produced [Signature] identification, who executed the foregoing Articles of Incorporation and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes express in the Articles of Incorporation.



[Signature]
Print Name: Stephanie Gibson
Notary Public, State of Florida
My Commission Expires: 2-28-2015

[NOTARY SEAL]

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the appointment to serve as the initial Registered Agent of Cabana Club at Paradise Lakes Timeshare Association, Inc.

[Signature]
Stephanie Gibson
Registered Agent

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