

Division of Corporations

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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Old San Jose on the River Sunset View Condominium As**

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**ARTICLES OF INCORPORATION  
FOR  
OLD SAN JOSE ON THE RIVER SUNSET VIEW CONDOMINIUM ASSOCIATION, INC.**

CCS-Old San Jose, LLC, a Colorado limited liability company ("Developer") hereby submits these Articles of Incorporation for Old San Jose on the River Sunset View Condominium Association, Inc., a Florida not-for-profit corporation ("Association"). Unless otherwise defined herein, capitalized terms shall have the same meaning as set forth in the Declaration of Condominium for Old San Jose on the River Sunset View Condominium, recorded or to be recorded in the Public Records of Duval County, Florida.

**RECITALS**

- A. The Developer is the owner of all Units in the Condominium and therefore the sole Member of the Association.
- B. The Developer has adopted these Articles of Incorporation ("Articles") at a meeting which was held in compliance with Chapter 718, Florida Statutes ("Condominium Act").
- C. These Articles are hereby adopted for the Association.

**ARTICLE I  
NAME**

The name of the corporation is Old San Jose on the River Sunset View Condominium Association, Inc. The address of the Association is c/o Vista Community Association Management, 3310 South Westmonte Drive Suite 3310, Altamonte Springs, Florida 32714.

**ARTICLE II  
REGISTERED AGENT**

The initial Registered Agent of the Association is Vista Community Association Management. The street address of the Registered Agent is 3310 South Westmonte Drive Suite 3310, Altamonte Springs, Florida 32714.

**ARTICLE III  
PURPOSES**

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the Property described in the Declaration for the mutual advantage and benefit of all Members. To promote the health, safety and welfare of the Members, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration which is hereby incorporated by reference, or by the Condominium Act.

(b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

(d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida and serving as an association under the Condominium Act may now or hereafter have or exercise.

(f) To operate, maintain and manage the Surface Water or Stormwater Management System for the Condominium in a manner consistent with any permit requirements which may exist or other applicable rules, and shall assist in the enforcement of the Declaration provisions which relate to the Surface Water or Stormwater Management System, and for that purpose the Association shall levy and collect adequate Assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

#### **ARTICLE IV MEMBERSHIP**

Every person or entity who is a record owner of a Unit within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

#### **ARTICLE V VOTING RIGHTS**

Each Unit is assigned one vote to be exercised as determined by the Owners of that Unit. However, until the occurrence of certain events as described in Section 5.3 of the Declaration, the Developer shall have the right to elect at least a majority of the members of the Board

#### **ARTICLE VI BOARD OF DIRECTORS**

The Board of Directors shall initially consist of three members, whose names and addresses are as follows:

<u>Name</u>	<u>Address</u>
James N. McGarvey, Jr.	432 Osceola Drive, Jacksonville Beach, Florida 32250
Peter A. Wells	1450 Infinite Drive, Suite E2, Louisville, Colorado 80027
Brian Wilson	1450 Infinite Drive, Suite E2, Louisville, Colorado 80027

Subsequent directors shall be appointed or elected as provided in the Bylaws.

#### **ARTICLE VII TERM OF EXISTENCE**

This corporation shall exist in perpetuity unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida.

Existence of the Association shall commence upon the filing of these Articles with the Florida Secretary of State.

#### **ARTICLE VIII DISSOLUTION**

The Association may be dissolved as provided in the Declaration. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be distributed in accordance with the provisions of Article XIII of the Declaration.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C. and be approved in writing by the City of Jacksonville prior to such termination, dissolution or liquidation.

#### **ARTICLE IX OFFICERS**

Subject to the direction of the Board, the affairs of the Association shall be administered by its officers as designated in the Bylaws. Said officers shall be elected annually by the Board. The names and addresses of the officers who shall serve until the first annual meeting of the Board are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Brian Wilson	President	1450 Infinite Drive, Suite E2, Louisville, Colorado 80027
Peter A. Wells	Treasurer/Secretary	1450 Infinite Drive, Suite E2, Louisville, Colorado 80027
James N. McGarvey, Jr.	Vice President	432 Osceola Drive Jacksonville Beach, Florida 32250

## **ARTICLE X SUPREMACY**

The Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

## **ARTICLE XI INDEMNIFICATION**

The Association shall indemnify and hold harmless any and all of its present or former Directors, officers, employees or agents, to the full extent permitted by law, except when the Director, officer, employee and/or agent is guilty of willful misfeasance or malfeasance in the performance of their duties. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and attorneys' fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or their legal representative may be made a party or may be threatened to be made a party by reason of their being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which they may be lawfully granted.

## **ARTICLE XII AMENDMENT**

Amendments to these Articles may be proposed by the Board acting upon a vote of a majority of Directors, or by Members to which ten percent of the voting interests in the Condominium appertain, whether meeting as Members or acting by instrument in writing signed by them. Any proposed amendment(s) shall be transmitted to the President, or the acting chief executive officer in the absence of the President, who will thereupon call a special meeting of the Members for a date not sooner than fourteen days nor later than sixty days from the receipt by them of the proposed amendment(s). The Secretary shall deliver to each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment(s) in reasonably detailed form, which notice will be mailed or presented personally to each Member not less than fourteen days nor more than sixty days before the date set for such meeting. If mailed, such notice will be deemed to be properly given when deposited in the United States mail, addressed to the Member at the address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association whether before, during or after the holding of the meeting, will be deemed equivalent to the giving of such notice to the Member.

At such meeting or by written approval, the proposed amendment(s) must be approved by an affirmative vote of Members owning not less than two-thirds of the voting interests in the Condominium in order for such amendment(s) to become effective. The Members may signify their joinder and consent to an amendment by filing such joinder or consent prior to a duly convened meeting at which such amendment(s) will be presented. Thereupon, such

amendment(s) will be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment will be recorded in the Public Records of Duval County, Florida, within thirty days from the date on which the same is filed in the office of the Secretary of State of the State of Florida.

Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles which would abridge, amend, or alter the right of the Developer to designate and select members of the Board as provided in Article V of the Declaration, may be adopted or become effective without the prior written consent of the Developer, except as otherwise required by law.

### **XIII FIDELITY BONDING**

In addition to the indemnification provisions hereof, the Association will obtain and maintain blanket fidelity bonds on each director, officer, and employee of the Association and of any management company. The total amount of fidelity bond coverage will be based upon the best judgment of the Board and will not be less than (a) a sum equal to three months aggregate Assessments on all Units, plus reserve funds, and (b) the estimated maximum funds, including reserve funds, in the custody of the Association or management company at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to at least one hundred fifty percent of the estimated annual operating expenses of the Condominium, including reserves. The fidelity bond will name the Association as an obligee and will contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds will be paid by the Association as a Common Expense (except for the premiums on fidelity bonds maintained by the management company, if any). The bonds will provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten days' written notice to the Association and to each First Mortgagee.

### **ARTICLE XIV INCORPORATOR**

The incorporator of the corporation is CCS-Old San Jose, LLC, a Colorado limited liability company, whose address is 1450 Infinite Drive, Suite E2, Louisville, Colorado 80027.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the incorporator of the Association has executed these Articles this 28<sup>th</sup> day of February, 2011.

## WITNESSES:

CCS-Old San Jose, LLC, a  
Colorado limited liability company

Terris A. Soria  
Printed Name: Terris A. Soria

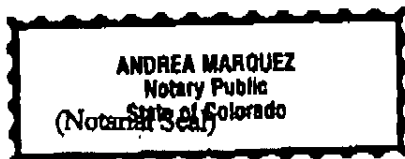
Sharon K. Eshima  
Sharon K. Eshima, Manager

Valerie S. Taylor  
Printed Name: Valerie S. Taylor

STATE OF COLORADO

COUNTY OF Boulder

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2011, by Sharon K. Eshima, as Manager of CCS-Old San Jose, LLC, a Colorado limited liability company, on behalf of the company. She is personally known to me.



Andrea Marquez  
Printed Name: Andrea Marquez  
Notary Public, State of Colorado  
My Commission Expires: 12/16/2013

## REGISTERED AGENT CERTIFICATE

The undersigned hereby accepts the designation as Registered Agent of Old San Jose on the River Sunset View Condominium Association, Inc.

Vista Community Association Management

By: Ellen R. Wornack

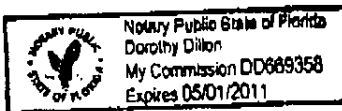
Printed Name: Ellen R. Wornack

Its: Agent

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2011, by Ellen R. Wornack, a s \_\_\_\_\_ of Vista Community Association Management. He/She is personally known to me.



(Notarial Seal)

Dorothy Dillon  
Printed Name: Dorothy Dillon  
Notary Public, State of FL  
My Commission Expires: 5/1/11

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