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FLORIDA PROFIT/NON PROFIT CORPORATION
GARDEN TERRACE OF OLDE NAPLES CONDOMINIUM ASSOCIATION

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**ARTICLES OF INCORPORATION
OF
GARDEN TERRACE OF OLDE NAPLES CONDOMINIUM
ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation are created by Kristin M. Conroy, as sole incorporator, for the purposes set forth below.

ARTICLE I: NAME

The name of the corporation, herein called the "Association", is Garden Terrace of Olde Naples Condominium Association, Inc., and its address is 12333 University Avenue, Clive, Iowa 50325. The terms used herein shall have the same definition as stated in the Declaration of Condominium for Garden Terrace of Olde Naples, a Condominium.

ARTICLE II: PURPOSE AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Garden Terrace of Olde Naples, a Condominium (the "Condominium") located in Collier County, Florida. The Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by The Condominium Documents or the Condominium Act as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect Assessments against members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of Assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Condominium Property.
- (C) To purchase insurance upon the Condominium Property and Association Property, if any, for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the property.
- (E) To make, amend and enforce reasonable Rules and Regulations governing the use of the common elements, and the operation of the Association.

- (F) To enforce the provisions of the Condominium Act and the Condominium Documents.
- (G) To contract for the management and maintenance of the Condominium and the Condominium Property and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (H) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (I) To enter into agreements, or acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has the power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.
- (J) To borrow money without limit as to the amount necessary to perform its other functions hereunder.
- (K) To sue and be sued and appear and defend all actions and proceedings in its corporate name.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Condominium Documents

ARTICLE III: MEMBERSHIP

- (A) The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his or her unit in the Condominium.
- (C) The Owners of each unit, collectively, shall be entitled to one (1) vote in Association matters as further set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV: TERM

The term of the Association shall be perpetual.

ARTICLE V: BYLAWS

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI: DIRECTORS AND OFFICERS

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors. In the absence of a Bylaw provision or amendment to the contrary, the Board shall consist of three (3) Directors until the sale of both units of the Condominium to third parties other than the Developer, then the Board shall consist of four (4) Directors.
- (B) Directors of the Association shall be appointed by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE VII: INITIAL DIRECTORS

The initial Directors of the Association shall be:

Mark Lyons
12333 University Avenue
Clive, Iowa 50325

Thomas G. Schnurr
12333 University Avenue
Clive, Iowa 50325

Patrick Francis
585 Swailes Rd.
Troy, OH 45373-4333

ARTICLE VIII: AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Prior to Recording of the Declaration of Condominium of Garden Terrace of Olde Naples, a Condominium in the Public Records of Collier County, Florida, these Articles may be amended by an instrument in writing signed by the President (or Vice-President) and the Secretary and filed with the Secretary of State of the State of Florida. The instrument amending these Articles shall

identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board of Directors. A certified copy of each such amendment shall always be attached to any certified copy of the Articles as restated to include such amendments and shall be an exhibit to the Declaration of Condominium upon the recording of such Declaration. This Article is intended to comply with Chapter 617, Florida Statutes.

- (B) After the recording of the Declaration of Condominium of Garden Terrace of Olde Naples, a Condominium in the Public Records of Collier County, Florida, these Articles may be amended in the following manner:
- a. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition of a member of the Association by instrument, in writing, signed by him or her.
 - b. Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or unit owner, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by a vote of the Owners of both Units in the Condominium at any annual or special meeting, or by approval in writing without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, with the proposed amendment.
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE IX: INITIAL REGISTERED AGENT

The initial registered office of the Association shall be at:

Conroy, Conroy & Durant, P.A.
2210 Vanderbilt Beach Road, Suite 1201
Naples, Florida 34109

The initial registered agent at said address shall be:

Kristin M. Conroy

ARTICLE X: INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or

GARDEN TERRACE OF OLDE NAPLES CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

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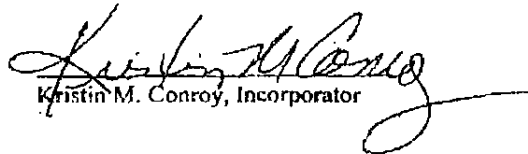
settlement or appeal of such proceeding) to which he or she may be a party because of being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his or her actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his or her action was unlawful or had reasonable cause to believe his or her action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

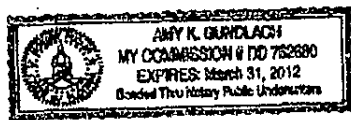
WHEREFORE the incorporator has caused these presents to be executed this 22nd day of December, 2011.

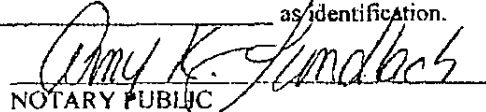
STATE OF FLORIDA
COUNTY OF COLLIER


Kristin M. Conroy, Incorporator

The foregoing instrument was acknowledged before me this 23rd day of December, 2011 by Kristin M. Conroy ~~(one of the following should be checked; if none are checked, she is personally known to me)~~ who is personally known to me, or _____ has produced _____ as identification.

(SEAL)

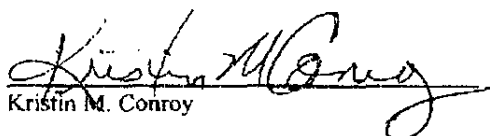



NOTARY PUBLIC

Printed Name of Notary
My Commission Expires:

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Garden Terrace of Olde Naples Condominium Association, Inc., a Florida not-for-profit corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and acknowledge that I am familiar with and agree to accept the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.


Kristin M. Conroy

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