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> 3 OCT 16 AM 8: 38 SECRETARY OF STATE ALLAHASSEE, FLORIDA

MP 23/13

October 10, 2013

Florida Department of State

Division of Corporations

P.o. Box 6327

Tallahassee, Florida 32314

Attn: Ruby Dunlop

Ref: W13000054532

Ms. Dunlop, Pursuant to your letter of Oct. 1, 2013 and our telephone discussions with your office, we are returning herewith your said letter together with the corrected original and additional copy of Articles of Incorporation for Chateau Maria Richard Condominium Association, Inc. which now include the business address of Incorporator Richard Wodzinski. We trust you will find the correction appropriate for filing and that you can process per our original request. As noted the Certificate of Filing and Certified copy of Articles should be sent to Richard Wodzinski at 2401 1st Street, Indian Rocks Beach, FL 33785. We regret this oversight in the filing requirements and we appreciate your consideration and

assistance in effecting the filing.

Should anything further be required we shall be pleased to oblige.

Thank you again for your prompt assistance in this matter.

Sincerely,

Richard Wodzinski

2401 1st Street, Indian Rocks beach, FL 33785



FLORIDA DEPARTMENT OF STATE Division of Corporations

October 1, 2013

CHATEAU MARIA RICHARD CONDOMINIUM ASSOCIATION, INC. 2401 1ST STREET INDIAN ROCKS BEACH, FL 33785

SUBJECT: CHATEAU MARIA RICHARD CONDOMINIUM ASSOCIATION, INC.

Ref. Number: W13000054532

We have received your document for CHATEAU MARIA RICHARD CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must list at least one incorporator with a complete business street address.

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) 245-6052.

Ruby Dunlap Regulatory Specialist II New Filing Section

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Letter Number: 313A00023043

ARTICLES OF INCORPORATION

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of

SECRETARY OF STATE

CHATEAU MARIA RICHARD CONDOMINIUM ASSOCIATIONAINE. FLORIDA

(a Florida Not For Profit Corporation)

ARTICLE 1. NAME AND ADDRESS: The name of this corporation shall be CHATEAU MARIA RICHARD CONDOMINIUM ASSOCIATION, INC. (the Association), and with its principal place of business to be located at 2401 1st Street, Indian Rocks Beach, Florida 33785. For convenience, the corporation shall shall be referred to herein as the "Association", the Declaration of Condominium as the "Declaration", these Articles of Incorporation as the "Articles" and the Bylaws of the Association as the "Bylaws".

ARTICLE II. DURATION: This corporation shall have ongoing and perpetual existence

ARTICLE III. PURPOSE: The purpose for which the Association is established and organized is to provide an entity under the Florida Condominium Act, (the "Act"), as it exists on the date hereof, for the operation of that certain condominium as located in the City of Indian Rocks Beach, Pinellas County, Florida and known as CHATEAU MARIA RICHARD, a CONDOMINIUM

ARTICLE IV. DEFINITIONS: The terms used in these Articles shall have the same definitions, meaning and intent as those set forth in the Declaration of Condominium which shall be duly recorded in the Public Records of Pinellas County, Florida, unless they are provided to the contrary herein or unless the context otherwise requires.

ARTICLE V. POWERS: The powers of the Association shall include and be governed by the following provisions:

- 5.1 General The Association shall have all of the common law and statutory powers of a Not for Profit corporation under the laws of the State of Florida that are not in conflict withe provisions of the Articles, The Declaration, the Bylaws or the Act.
- 5.2 Enumeration. The Association shall have the powers and duties set forth in the Act except as limited by the Articles, the Bylaws, and the Declaration (to the extent that they are not in conflict with the Act) and all of the powers and duties reasonably necessary to operate the Condominium under the Declaration and as more particularly described in the Bylaws, or as they may hereafter be amended from time to time, including, but not limited to, the following:
- 5.2.1 To make, determine, effect and collect assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
 - 5.2.2 To buy, own, operate, lease, sell, trade, and mortgage both real and personal property

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- 5.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium. Property, and other property acquired or leased by the Association.
- 5.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Unit Owners.
- 5.2.5 To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Condominium Property and for the health, comfort, safety, and welfare of the Unit Owners.
- 5.2.6 To approve or disapprove the leasing, transfer of ownership, and occupancy to the extent authorized by the Declaration.
- 5.2.7 To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration or Bylaws.
- 5.2.8 To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which, may be air affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements using funds made available by the Association. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the levy of assessments, promulgation of rules, and execution of contracts on behalf of the Association.
- 5.2.9 To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.
- 5.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.
- 5.4 Distribution of Income; Dissolution. The Association shall make no distributions of income to its members. Directors or Officers.
- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

ARTICLE VI. MEMBERS: Every fee simple owner of a Unit in Chateau Maria Richard Condominium shall be a Member of the Association during such periods of ownership.

ARTICLE VII. DIRECTORS

- 7.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three Directors and which shall always be an odd number.
- 7.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Bdard of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 7.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 7.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 7.5 The names and address of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified are as follows:

Richard Wodzinski...... 2401 1st Street, Unit A

Indian Rocks Beach, Florida 33785

Maria Wodzinski......2401 1st Street, Unit A

Indian Rocks Beach, Florida 33785

Richard Ludwik Wodzinski.....1809 1st Street, Unit A

Indian Rocks Beach, Florida 33785

ARTICLE YIII. OFFICERS

The affairs of the Corporation shall be administered by such officers as are provided within the Bylaws.

ARTICLE IX. INDEMNIFICATION

9.1 Indémnity. The 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, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably

believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, of opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

- 9.2 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.
- 9.3 Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding 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 or she is entitled to be indemnified by the Association as authorized in this Article IX.
- Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members, 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 that person.
- Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.
- 9.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE'X. BYLAWS

The first Bylaws of the Corporation shall be adopted by the Board of Directors and may be altered or amended in the manner provided in the Bylaws and the Declaration.

ARTICLE XI. AMENDMENTS

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

- 11.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in F.S. Chapter 617. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 11.2 Adoption. Amendments shall be proposed and adopted in the manner provided in F.S. Chapter 617 and in the Act (the latter to control over the former to the extent provided for in the Act).
- 11.3 Limitation. No amendment shall make any changes in the qualifications for intembership, nor in the voting rights or property rights of members, nor any changes in Sections 5.3, 5.4, or 5.5 of Article V, titled "Powers," without the approval in writing of all members and the joinder of all record Owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws, nor shall any amendment make any changes that would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, or an affiliate, successor, or assign of the Developer unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 11.3 shall be effective.
- 11.4 <u>Developer Amendments</u>. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration, including, but not limited to, Article 17.4 of the Declaration, allowing certain amendments to be effected by the Developer alone.
- 11.5 Recording. A copy of each amendment shall be filed with the Secretary of State under the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Pinellas County, Florida.

ARTICLE XII. REGISTERED OFFICE AND REGISTERED AGENT

The Registered Office of the corporation and its designated Registered Agent, Richard Wodzinski, shall be located at 2401 1st Street, Unit A, Indian Rocks Beach, FL 33785, for the purpose of effecting service on the Corporation pursuant to applicable Florida law.

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|--------------------------------------------|--------------------------------------------------------------------|
| IN WITNESS WHEREOF, the under | signed subscriber as Incorporator has duly executed these Articles |
| of Incorporation all on this <u>05</u> day | of Sept, 2013 |
| , | RICHARD WODZINSKI, Incorporator |
| STATE OF FLORIDA | 2401 IST STREET, UNIT A |
| COUNTY OF PINELLAS | 1401 IST STREET, UNIT A INDIAN ROCKS BEACH FL 33785 |
| The foregoing instrument was acknowledg | ged before me this 35 day of Scot 2013. by RICHARD |
| WODZINSKI, who is personally know | |
| providedas pr | roof of identification. |
| your & Derodo | |
| Notary Public | MANCY I DESIMINO |

FILED SECRETARY OF STATE FALLAHASSEE, FLORIDA

ACCEPTANCE OF REGISTERED AGENT

Having been duly designated and named as Registered Agent to accept service of process for CHATEAU MARIA RICHARD CONDOMINIUM ASSOCIATION, INC., at the location designated in these foregoing Articles of Incorporation, I hereby agree to act in this capacity and to duly comply with all applicable provisions of Florida law relative to the required and proper

Signed and executed by me this <u>35</u> day of Sept, 2013

performance of my duties as such Agent.

2401 1ST STREET VNITA INDIAN ROCKS BEACH FL 33785