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**FLORIDA PROFIT/NON PROFIT CORPORATION
BARDMOOR PALMS COMMERCIAL CONDOMINIUM
ASSOCIATION, I**

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ARTICLES OF INCORPORATION
OF
BARDMOOR PALMS COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, being a natural person competent to contract, for the purpose of forming a corporation not for profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation is Bardmoor Palms Commercial Condominium Association, Inc., a Florida not-for-profit corporation, and its principal office and mailing address is 5550 W. Executive Dr., Suite 550, Tampa, FL 33609. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II
PURPOSE

(a) The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Bardmoor Palms Condominium, a Commercial Condominium, (the "Condominium"), to be created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Bardmoor Palms Condominium, a Commercial Condominium, together with the exhibits thereto (the "Declaration") when recorded or thereafter amended, in the Public Records of Pinellas County, Florida (the "County"). All terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration unless herein provided to the contrary, or unless the context otherwise requires.

(b) 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.

(c) The Association shall make no distributions of income to its Members, directors or officers.

ARTICLE III
POWERS

The powers of the Association shall include and be governed by the following provisions:

(a) The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles, the Declaration, the Bylaws of the Association, or the provisions of the Condominium Act.

(b) The Association shall have all of the powers set forth in the Condominium Act, except as limited by these Articles, the Bylaws and the Declaration to the extent allowed by the law, and all of the powers and duties reasonably necessary to operate the Condominium pursuant

to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

- (1) The power and right to own and convey property.
- (2) The irrevocable right to make and collect assessments against Members as Unit Owners to defray the costs, expenses and losses of the Condominium, all provided in the Declaration, and to enforce such levy of assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration.
- (3) To use the proceeds of assessments in the exercise of its powers and duties, and as provided in the Declaration.
- (4) To maintain, repair, replace and operate the Condominium Property, including but not limited to the Surface Water and Storm Water Management System, which shall include the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs and providing services therein necessary to prevent damage to the Common Elements or to another Unit or Units.
- (5) To purchase insurance upon and covering the Condominium Property and insurance for the protection of the Association and its Members as Unit Owners.
- (6) To enter into contracts for services, utilities and other purposes as may be deemed appropriate.
- (7) To reconstruct improvements after casualties and to make further improvements to the Condominium Property.
- (8) To perform such functions as may be specified in the Declaration and the Bylaws.
- (9) To make and amend reasonable rules and regulations respecting the use of the Condominium Property.
- (10) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws and any rules and regulations (the "Rules and Regulations") as may be promulgated by the Association.
- (11) To impose fines on Unit Owners or their tenants for violations of the Declaration, these Articles, the Bylaws and the Rules and Regulations in accordance with the provisions of the Condominium Act.
- (12) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association and the Condominium.

(13) To pay taxes and assessments which are liens against any part of the Condominium Property other than individual Units, unless the individual Unit or Units are owned by the Association, and to assess the same against the Units subject to such liens.

(14) To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium Property and not billed to Unit Owners.

(15) To borrow funds necessary or desirable for the operation of the Association to meet its long term objectives, as set forth in the Declaration and the Bylaws.

(16) To enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefits to the Members of the Association and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.

(17) To purchase a Unit or Units in the Condominium for any purpose and to hold, lease, mortgage and/or convey such Unit or Units on terms and conditions approved by the Board of Directors.

(18) To maintain, repair, replace and operate the Common Elements for the Unit Owners and to assess the Unit Owners for their allocable share of such costs.

(19) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

(20) To contract for the maintenance, management and operation of the Condominium Property, including the Surface Water and Storm Water Management System, and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, and other sums due from Unit Owners, preparation of records, enforcement of Rules and Regulations, maintenance, repair and the replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act.

(21) To bring suit as may be necessary to protect the Association's interests, the interests of the Association's Members or the Condominium Property.

ARTICLE IV MEMBERS

(a) The Members of the Association shall consist of all of the Owners of Units in the Condominium, and in the event of a termination of the Condominium, shall consist of those who are Members at the time of such termination and their successors and assigns.

(b) Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated.

(c) 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 his or her Unit.

(d) On all matters upon which the membership shall be entitled to vote, the Owner of a Unit, including the Developer, if applicable, shall be entitled to the number of votes allocated to each Unit Owner as specified in Exhibit C of the Declaration. The allocation of votes specified in Exhibit C of the Declaration shall be binding on all Unit Owners and their successors or assigns in perpetuity, and shall not be subject to change based on any future modification of any Unit or any future change in the square footage of any Unit. The manner of exercising voting rights shall be determined by the Bylaws.

ARTICLE V DIRECTORS

(a) The affairs of the Association will be managed by a Board of Directors consisting of three (3) directors. Directors need not be Members of the Association.

(b) Members of the Board of Directors shall be elected or appointed in the manner determined by the Declaration and the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. A list of names and addresses of the Board of Directors shall be maintained in the Official Records of the Association.

(c) The initial Board of Directors of the Association shall be selected by the Developer. The directors named in the Articles shall serve until the first election of directors, and any vacancies in their number occurring prior to the first election shall be filled by the remaining directors.

(d) All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the Bylaws shall be exercised by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required. The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

Robert C. Webster, II 5550 W. Executive Dr., Suite 550
Tampa, FL 33609

J.V. Kelley, Jr. 5550 W. Executive Dr., Suite 550
Tampa, FL 33609

Patti Bennett 5550 W. Executive Dr., Suite 550
Tampa, FL 33609

ARTICLE VI OFFICERS

The affairs of the Association shall be administered 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 of Directors. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President Robert C. Webster, II

Vice President J. V. Kelley, Jr.

Secretary/Treasurer Patti Bennett

A list of names and addresses of the officers shall be maintained in the official records of the Association.

ARTICLE VII BYLAWS

The initial Bylaws of the Association shall be attached as an exhibit to the Declaration and shall be adopted by the first Board of Directors. The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the Bylaws.

ARTICLE VIII INDEMNIFICATION

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, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, against expenses (including but not limited to attorneys' fees attributed to pretrial preparation, trials, and any and all appeals), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit 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, suit 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 which 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 that his or her conduct was unlawful. 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, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including but not limited to attorneys' fees attributed to pretrial preparation, trials, and any and all appeals) actually and reasonably incurred by him or her in connection therewith. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit 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.

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 such person.

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 enterprises, against any liability asserted against 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.

Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE IX AMENDMENTS

Amendments to the Articles of Incorporation may be proposed and adopted as provided in the Condominium Act, provided that no amendment may be in conflict with the Declaration, and further provided no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration. For so long as Developer holds any Units for sale in the ordinary course of business, no amendment that assesses the Developer as a Unit Owner for capital improvements or that is detrimental to the sale of Units by the Developer, shall be effective without the written approval of the Directors.

ARTICLE X
INCORPORATOR

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

Jon Yergler, Esq.
215 N. Eola Dr.
Orlando, FL 32801

ARTICLE XI
TERM

The term for which this corporation shall exist is perpetual. If the Association is dissolved, the control or right of access to the Surface Water and Storm Water Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility, if accepted by such governmental unit or public utility. If not accepted by such governmental unit or public utility, then the Surface Water and Storm Water Management System shall be conveyed to a successor corporation not for profit.

ARTICLE XII
REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association and the name of the initial registered agent at that address are:

J. V. Kelley, Jr.
5550 W. Executive Dr., Suite 550
Tampa, FL 33609

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed on this 28th day of MAY, 2015.


Jon Yergler, Incorporator

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for BARDMOOR PALMS COMMERCIAL CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.

Registered Agent:


J. V. Kelley, Jr.

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