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Division of Corporations

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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Grand Oaks at Tampa telecom park Condominium Associa**

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## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

SUBJECT: Grand Oaks at Tampa Telecom Park Condominium Association, Inc.  
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

FROM: Christine Schenk  
Name (Printed or typed)  
8117 Preston Road, Suite 400  
Address  
Dallas, TX 75225  
City, State & Zip  
469-828-3379  
Daytime Telephone number  
cschenk@healthdev.com  
E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the articles.**

**ARTICLES OF INCORPORATION**  
In compliance with Chapter 617, F.S., (Not for Profit)

FILED

15 JUL 16 AM 7:41

**ARTICLE I NAME**

The name of the corporation shall be: Grand Oaks at Tampa Telecom Park Condominium Association, Inc. SECRETARY OF STATE  
TAMPA, FL 33604

**ARTICLE II PRINCIPAL OFFICE**

Principal street address:  
8117 Preston Road, Suite 400

Mailing address, if different is:

Dallas, TX 75225

**ARTICLE III PURPOSE**

The purpose for which the corporation is organized is: To manage and operate Grand Oaks at Tampa Telecom Park Condominium,

**ARTICLE IV MANNER OF ELECTION** The manner in which the directors are elected and appointed: \_\_\_\_\_  
Described in the Bylaws and Declaration of Condominium

**ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS**

Name and Title:	<u>Patricia E. Coffey, Director</u>	Name and Title:	<u>Adam K. Feldman, Director</u>
Address	<u>1225 Seventeenth Street, Ste. 1750</u>	Address:	<u>1225 Seventeenth Street, Ste. 1750</u>
	<u>Denver, CO 80202</u>		<u>Denver, CO 80202</u>
Name and Title:	<u>Christine Schenk, Director</u>	Name and Title:	_____
Address	<u>8117 Preston Road, Ste. 400</u>	Address:	_____
	<u>Dallas, TX 75225</u>		_____
Name and Title:	_____	Name and Title:	_____
Address	_____	Address:	_____
	_____		_____
	_____		_____

7/16/2015 3:09:45 PM From: To: 8506176381( 4/12 )

Name and Title: \_\_\_\_\_ Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

**ARTICLE VI REGISTERED AGENT**

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Name: C T Corporation System

Address: 1200 South Pine Island Road

Plantation, Florida 33324

**ARTICLE VII INCORPORATOR**

The name and address of the incorporator is:

Name: Tampa Renal Construction LLC

Address: 8117 Preston Road, Ste. 400

Dallas, TX 75225

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

By: C T Corporation System  
Required Signature of Registered Agent

07/16/2015  
Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Required Signature of Incorporator

7/16/15  
Date

## ARTICLES OF INCORPORATION

### OF

#### GRAND OAKS AT TAMPA TELECOM PARK CONDOMINIUM ASSOCIATION, INC. (A Not For Profit Corporation)

These Articles of Incorporation ("Articles") are for the purpose of forming a nonprofit corporation under the Florida Not For Profit Corporation Act, §§ 617.01011 to 617.2105, F.R.S., as such may be amended and/or renumbered from time to time (the "Non-Profit Act"). Capitalized terms not otherwise defined herein shall have the meaning given them in the Condominium Declaration for Grand Oaks at Tampa Telecom Park Condominium.

#### ARTICLE 1 NAME

The name of this corporation is Grand Oaks at Tampa Telecom Park Condominium Association, Inc. (the "Corporation" or the "Association").

#### ARTICLE 2 DURATION

The period of duration of the Corporation shall be perpetual.

#### ARTICLE 3 PURPOSES

The business, objectives, and purposes for which the Corporation is formed are as follows:

3.1 To manage and operate Grand Oaks at Tampa Telecom Park Condominium, a condominium to be located at Buildings 5 & 6 at Telecom Office Park, in the City of Temple Terrace, County of Hillsborough, State of Florida (the "Project") in accordance with the Declaration and the Condominium Map/Plat for the Project to be recorded upon substantial completion of the Project (collectively the "Declaration"). The Project will be a commercial condominium, comprised of multiple buildings and infrastructure improvements. The Project may be expanded to include additional real estate described in the Declaration.

3.2 To promote the common benefit of the Unit Owners, occupants and residents of the Project.

3.3 To be and constitute the Association referred to in the Declaration to be recorded in the public records of Hillsborough County, Florida, and to perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified therein.

#### ARTICLE 4 POWERS

In furtherance of its purposes, the Corporation shall have the following powers:

4.1 The Corporation shall have all of the powers, rights, and privileges conferred upon nonprofit corporations by the common law and statutes of the State of Florida, including, without limitation, the Non-Profit Act, in effect from time to time.

4.2 The Corporation shall have all of the powers, rights, and privileges conferred upon common interest community associations under the common law and statutes of the State of Florida, including, without limitation, the Florida Condominium Act, F.R.S. §§718.101-718.708 et seq., that are applicable to nonresidential condominiums (specifically excluding, without limitation, the provisions of Part V of the Act), as such may be amended and/or renumbered from time to time ("Act"), in effect from time to time.

4.3 The Corporation shall have all of the powers, rights, and privileges necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Association under the Declaration, the Bylaws of Grand Oaks at Tampa Telecom Park Condominium Association, Inc. ("Bylaws"), any rules and regulations promulgated by the Association, and other Governing Documents of the Project.

4.4 The Corporation shall have all of the powers, rights, and privileges listed below, which are listed by way of example, and not by way of limitation, to do the following:

4.4.1. Adopt and amend Bylaws and rules and regulations;

4.4.2. Adopt and amend budgets for revenues, expenditures, working capital and reserves and collect assessments for Common Expenses and other expenses for operation of the Project from Unit Owners;

4.4.3. Hire and terminate managers and other employees, agents, and independent contractors;

4.4.4. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Corporation;

4.4.5. Make contracts and incur liabilities;

4.4.6. Regulate the construction, use, maintenance, repair, replacement, and modification of the Common Elements and any portions of the Units for which the Association is responsible pursuant to the Declaration;

4.4.7. To cooperate with the City of Temple Terrace and any other governing governmental entity in the construction, use, maintenance, repair, replacement, and modification of the Project, including Common Elements;

4.4.8. Cause additional improvements to be made as a part of the Common Elements and any portions of the Units for which the Association is responsible pursuant to the Declaration;

4.4.9. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, including easements;

4.4.10. Grant easements, leases, licenses, and concessions through or over the Common Elements;

4.4.11. Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements;

4.4.12. Impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether suit was initiated, and, after notice and an opportunity to be heard, and to levy reasonable fines for violations of the Declaration, Bylaws, and the Rules and Regulations of the Association;

4.4.13. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;

4.4.14. Provide for the indemnification of its officers, Board Members and committee members, and to maintain directors' and officers' liability insurance;

4.4.15. Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration expressly so provides;

4.4.16. Enforce covenants, restrictions, and conditions affecting the Project;

4.4.17. Borrow money and secure the repayment of monies borrowed for any purpose of the Corporation, to the extent provided in the Bylaws or in the Declaration;

4.4.18. Engage in activities which will actively foster, promote, and advance the common interests of the Owners of Units within the Project;

4.4.19. Delegate or assign certain of its rights and duties to the Board of Directors or to committees of the Association.

4.4.20. Exercise any other powers conferred by the Declaration or Bylaws;

4.4.21. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and

4.4.22. Exercise any other powers necessary and proper for the governance and operation of the Association and the Project.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to

be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article.

## **ARTICLE 5 MEMBERSHIP RIGHTS AND QUALIFICATIONS**

The rights, and qualifications and the manner of election or appointment of members are as follows:

5.1 The Corporation shall be an Association without certificate or shares of stock. Any person who holds title to a Unit in the Project shall be a member of the Corporation (sometimes hereinafter referred to as an "**Owner**"). Membership in the Corporation shall be automatically transferred upon the transfer of title to the Unit to which the membership pertains; provided, however, that the Bylaws of the Association may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the Corporation.

5.2 All members shall be entitled to vote on matters to which the membership is entitled to vote as provided in the Declaration. No person other than an Owner of a Unit may be a member of the Corporation.

5.3 If title to any Unit shall be held by two (2) or more persons, then each such person shall be a member of this Corporation, provided however, that the voting rights of such Owners of the Units shall not be divided but shall be exercised as if the Owner of the Unit consisted of only one (1) person in accordance with the proxy or other designation made by the Owners of the Unit. Individual co-owners may not cast fractional votes. If a Unit is owned by more than one (1) person, then a majority of those persons shall agree among themselves how a vote for that Unit's membership is to be cast. If a majority of the multiple Unit Owners do not agree on how the Unit vote is to be cast, the vote for that Unit shall not be considered in determining the particular matter proposed or issue requiring approval. The Developer named in the Declaration, or its successors or assigns, may exercise all voting rights with respect to any Unit owned by it, subject to any limitations contained in the Bylaws or the Act.

5.4 A membership in the Corporation and the share of the member in the Corporation shall not be assigned, encumbered, or transferred in any manner except as an appurtenance to transfer of title to the Unit to which the membership pertains, provided however, that the rights of membership may be assigned to the holder of a first Mortgage or Deed of Trust as further security for a loan secured by a lien on such Unit.

5.5 The Board of Directors of the Association may suspend the voting rights of a member for failure to pay any assessment or for failure to otherwise comply with the Rules and Regulations or the Bylaws of the Association or with any other obligations of the Owners under the Declaration, or agreement(s) created pursuant thereto.

5.6 During the Period of Developer Control before the date that the Period of Developer Control expires or is earlier terminated (the "**Turnover Date**"), Developer shall appoint the Board Members as provided herein and in the Declaration and the Bylaws consistent with the



Act, and after the Turnover Date the Unit Owners, as members of the Association, shall elect all Board Members.

5.7 The Bylaws or the Declaration may contain provisions, not inconsistent with the foregoing, setting forth the rights, privileges, duties, and responsibilities of the members.

#### **ARTICLE 6 EXECUTIVE BOARD**

6.1 The business and affairs of the Corporation shall be conducted, managed, and controlled by a Board of Directors.

6.2 Initially and during the Period of Developer Control before the Turnover Date the Board of Directors shall consist of three (3) Board Members appointed by Developer.

6.3 After the Turnover Date all persons comprising the Board shall be elected from among the Owners in accordance with the Declaration and Bylaws. After the Turnover Date the Board shall initially consist of three (3) members.

6.4 Board Members may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

6.5 If ownership of any Unit is held by a corporation, limited liability company, trust, association or partnership (general or limited), a duly appointed officer, director, agent, representative, or employee of said entity may serve as a Board Member.

6.6 The Period of Developer Control begins with the appointment of the initial Board of Directors and continues until the Turnover Date that shall occur within 75 days after the first to occur of any of the following events: (a) three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all the Units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; (e) when Developer files a petition seeking protection in bankruptcy; (f) when a receiver for Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or (g) seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) of the Act or the recording of an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first.

6.7 The initial Board of Directors shall consist of the following persons, who shall each serve for the term indicated or until his or her successor is duly elected and qualified:

NAME	ADDRESS	TERM
Patricia E. Coffey	1225 Seventeenth Street, Suite 1750, Denver, CO 80202	Until Replaced
Adam K. Feldman	1225 Seventeenth Street, Suite 1750, Denver, CO 80202	Until Replaced
Christine Schenk	8117 Preston Road, Suite 400, Dallas, TX 75225	Until Replaced

6.8 Any vacancies in the Board of Directors occurring before the first election of directors by the Unit Owners shall be filled by the remaining directors.

#### **ARTICLE 7 INITIAL REGISTERED OFFICE AND AGENT**

The initial registered agent and the initial registered office of the Corporation shall be:

CT Corporation System  
1200 South Pine Island Road  
Plantation, Florida 33324

#### **ARTICLE 8 INITIAL PRINCIPAL OFFICE**

The initial principal office and mailing address of the Corporation shall be:

8117 Preston Road, Suite 400  
Dallas, Texas 75225  
Attn: Christine Schenk

#### **ARTICLE 9 INCORPORATION**

The incorporator of this Corporation, and the incorporator's name and address is as follows:

Tampa Renal Construction LLC  
8117 Preston Road, Suite 400  
Dallas, Texas 75225  
Attn: Christine Schenk

**ARTICLE 10  
DISSOLUTION**

In the event of the dissolution of this Corporation, either voluntarily by the members hereof, by operation of law, or otherwise, then the assets of this Association shall be deemed to be owned by the Unit Owners at the date of dissolution in accordance with the Allocated Interest of each Unit Owner in the Common Expenses and Common Elements of the Project, as determined in accordance with Exhibit B of the Declaration.

**ARTICLE 11  
AMENDMENTS**

These Articles of Incorporation may be amended by the Incorporator or the Board of Directors for those matters recognized in Section 617.1001 of the Non-Profit Act, and by a vote of a majority of the Board Members for all other matters. No amendment shall be contrary to or inconsistent with any provision of the Declaration.

I submit this document and affirm the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provide for in s. 817.155, F.S.

Tampa Renal Construction LLC  
as Incorporator

By 

Name: Andrew T. Camahan  
Its: President

April 1, 2015  
Date

7/16/2015 3:09:45 PM From: To: 8506176381( 12/12 )

### ACCEPTANCE OF INITIAL REGISTERED AGENT

The undersigned hereby accepts the appointment as registered agent of Grand Oaks at Tampa Telecom Park Condominium Association, Inc. to accept service of process for such corporation at the place designated in these Articles. The undersigned hereby acknowledges and agrees that the undersigned is familiar with, and accepts, the obligations of acting in the capacity as registered agent for Grand Oaks at Tampa Telecom Park Condominium Association, Inc.

CT Corporation System

By Connie Bryan

Name: \_\_\_\_\_

Its: Connie Bryan

Assistant Secretary

7/16/2015  
Date