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FLORIDA PROFIT/NON PROFIT CORPORATION
The Jewel Condominium Association, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
THE JEWEL CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)**

In order to form a corporation under and in accordance with the provisions of the laws of the state of Florida for the formation of corporations not for profit, the undersigned does hereby adopt and set forth these articles of incorporation, viz:

**ARTICLE 1
NAME OF CORPORATION**

The name of this corporation is *The Jewel Condominium Association, Inc.*, hereinafter in these articles referred to as the "Association."

**ARTICLE 2
CORPORATE ADDRESS**

The initial principal office and mailing address of the Association is 4255 52nd Place West, Bradenton, Florida 34210.

**ARTICLE 3
PURPOSES**

The general nature, objects, and purposes of the Association are as follows:

3.1 To operate and manage the affairs of The Jewel, a Condominium, located at 1301 Main Street in Sarasota, Florida (the "Condominium"), and being developed by Main Street J Development Co., a Florida corporation ("Developer")

3.2 To maintain all common elements of the Condominium for which the obligation to maintain and repair has been delegated to the Association by the "Declaration of Condominium of The Jewel, a Condominium" (the "Declaration")

3.3 To perform all acts as provided for in the Declaration and in the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act")

**ARTICLE 4
GENERAL POWERS**

The general powers of the Association are as follows:

4.1 To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell, or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association and to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association

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4.2 To perform or do any acts necessary or expedient for (a) carrying on any of the activities of the Association, (b) pursuing any of the objects and purposes set forth in these articles and not forbidden by the laws of the state of Florida, and (c) fulfilling all of the duties and responsibilities set forth in the Declaration

4.3 To establish a budget and to fix assessments to be levied against all units of the Condominium (the "Units" or individually a "Unit") that are subject to assessment pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements

4.4 To place liens against any Units subject to assessment for delinquent and unpaid assessments or charges, to bring suit for the foreclosure of such liens, and to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association

4.5 To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these articles

4.6 To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized

4.7 To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the board of directors (the "Board")

4.8 To charge recipients of services rendered by the Association and users of property of the Association where such charges are deemed appropriate by the Board

4.9 To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association

4.10 To enforce by any and all lawful means the provisions of these articles, the bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration

4.11 In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the state of Florida, except as limited or prohibited by the terms of the Declaration or these articles

ARTICLE 5 MEMBERS

5.1 All persons or entities having a vested present ownership interest in the title to any of the Units, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, will be members of this Association. Membership will terminate automatically and immediately as a member's vested present ownership interest terminates, except that upon the termination of the Condominium, the membership of an owner of any Unit (a "Unit Owner") who conveys such Unit to the trustee as provided in the Declaration will continue until the trustee makes a final distribution of such

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Unit's share of the funds collected and held by the trustee. In the event a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity will exercise its membership rights.

5.2 The interest of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Unit which is the basis of membership in the Association.

5.3 The secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, such party shall so inform the secretary in writing, giving the party's name, address, and Unit number. Any notice given to, or vote accepted from, the prior Unit Owner before receipt of written notification of change of ownership will be deemed to be properly given or received. The secretary may, but is not required to, search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by the secretary and is entitled to rely upon the Association's records until notified in writing of any change in ownership.

5.4 Prior to the recording of the Declaration, the undersigned incorporator will constitute the sole member of the Association.

ARTICLE 6 VOTING RIGHTS

Each Unit is entitled to one vote at Association meetings, notwithstanding that the same Unit Owner may own more than one Unit or that Units may be joined together and occupied by one Unit Owner.

ARTICLE 7 BOARD OF DIRECTORS

7.1 The business and affairs of the Association will be managed by a Board consisting initially of three directors. The number of directors comprising succeeding Boards will be as provided from time to time in the bylaws of the Association, but in no event will there be less than three directors. The directors need not be members of the Association or residents of the state of Florida.

7.2 All directors will be appointed by and will serve at the pleasure of Developer. Developer may relinquish its right to appoint directors at any time, whereupon all directors will be elected by the members.

7.3 Notwithstanding the provisions of article 7.2:

- (a) When 15 percent or more of the Units that will be operated ultimately by the Association are conveyed to Unit Owners other than Developer, such Unit Owners will be entitled to elect not less than one-third of the directors.
- (b) Unit Owners other than Developer are entitled to elect a majority of the directors upon the first of the following to occur: (1) 3 years after 50 percent, or 3 months after 90 percent, of the Units that will be operated ultimately by the

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Association are conveyed to Unit Owners other than Developer; (2) all the Units that will be operated ultimately by the Association have been completed, some of the Units have been conveyed to purchasers, and none of the remaining Units are being offered for sale by Developer in the ordinary course of business; (3) some of the Units have been conveyed to purchasers and none of the remaining Units are being constructed or offered for sale by Developer in the ordinary course of business; (4) when Developer files a petition seeking protection in bankruptcy; (5) 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 (6) 7 years after the date of recording in the Public Records of Sarasota County, Florida, of the certificate of a surveyor and mapper pursuant to section 718.104(4)(e), Florida Statutes, or an instrument transferring 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.

- (c) When Developer no longer holds for sale in the ordinary course of business at least 5 percent of the Units, Unit Owners other than Developer will be entitled to elect all the directors.

7.4 The term of each elected director will expire upon the election of that director's successor at the next succeeding annual meeting of members. Each elected director will serve until his respective successor has been duly elected or until his earlier resignation, removal, or death. Elections will be by plurality vote.

7.5 Any elected director may be removed from office with or without cause by majority vote of the total voting rights of the Association membership, but not otherwise. Any appointed director may be removed and replaced with or without cause by Developer, in Developer's sole discretion.

7.6 The names and addresses of the persons constituting the first Board are as follows:

Thomas James Mannausa	-	4255 52 nd Place West Bradenton, Florida 34210
Cindy Ann Fredrickson	-	4255 52 nd Place West Bradenton, Florida 34210
Angela Jane Perano Savage	-	4255 52 nd Place West Bradenton, Florida 34210

ARTICLE 8 OFFICERS

8.1 The Association will have as officers a president, a vice president, a secretary, a

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treasurer, and such other officers as the Board may deem appropriate from time to time. The officers will be elected by the Board. The president will be elected from among the membership of the Board, but no other officer need be a director. The same person may hold two or more offices. The office of president and secretary, however, may not be held by the same person. The affairs of the Association will be administered by such officers under the direction of the Board. Officers will be elected for a term of 1 year in accordance with the procedure set forth in the bylaws.

8.2 The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board are as follows:

President	-	Thomas James Mannausa
Vice President	-	Cindy Ann Fredrickson
Treasurer	-	Angela Jane Perano Savage
Secretary	-	Cindy Ann Fredrickson

ARTICLE 9 CORPORATE EXISTENCE

The Association will have perpetual existence unless dissolved according to law or according to the provisions of article 15 hereof.

ARTICLE 10 BYLAWS

The first Board shall adopt bylaws consistent with these articles. Thereafter, subject to any right of the members under the Act to adopt amendments, the bylaws may be altered, amended, or repealed by a majority vote of the directors in the manner provided by the bylaws. No amendment, however, which would be detrimental to the sales of Units by Developer will be effective without the written consent of Developer for as long as Developer holds any Unit for sale in the ordinary course of business.

ARTICLE 11 REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association is 4255 52nd Place West, Bradenton, Florida 34210, and the registered agent at such address is Thomas James Mannausa. The Association may, however, maintain offices and transact business in such other places within or without the state of Florida as may from time to time be designated by the Board.

ARTICLE 12 BUDGET AND EXPENDITURES

The Association will obtain funds with which to operate by annual assessment of its members in accordance with the provisions of the Declaration, as the same may be sup-

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plemented by the provisions of these articles and the Association's bylaws. Accordingly, the Board will annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against all Units subject to assessment. The Board may thereafter at any time approve or ratify variations from the budget.

ARTICLE 13 INCORPORATOR

The name and street address of the incorporator of the Association is as follows:

Thomas James Mannausa
4255 52nd Place West
Bradenton, Florida 34210

ARTICLE 14 INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors will be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, will any officer or director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and directors for any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

ARTICLE 15 DISSOLUTION OF THE ASSOCIATION

15.1 Upon expiration of the term of the Declaration, the Association may be dissolved upon a resolution to that effect being approved by the holders of two-thirds of the total voting rights of the Association membership and upon compliance with any applicable laws then in effect.

15.2 Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution will be apportioned among the Units pro rata to their share of the common elements under the Declaration, and the share of each shall be distributed to the then owners thereof.

ARTICLE 16 THE FLORIDA CONDOMINIUM ACT

In the event of a conflict between the provisions of these articles and the Act, the terms and provisions of the Act will control and, to that extent, are incorporated by reference herein. As used in this article 16, the "Act" means the provisions of Chapter 718, Flor-

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ida Statutes, in effect as of the date on which these articles are filed by the Florida Secretary of State.
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 17 AMENDMENTS TO ARTICLES

These articles may be altered, amended, or repealed by the affirmative vote of the holders of more than one-half of the total voting rights of the Association membership, subject to the following limitations:

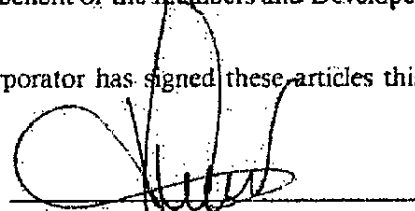
17.1 Any amendment that would be detrimental to the sales of Units by Developer requires the written consent of Developer for as long as Developer holds any Unit for sale in the ordinary course of business.

17.2 Any amendment that would alter the calculation of voting rights attributable to any Unit pursuant to article 6 hereof requires the prior written consent of the Unit Owner so affected.

ARTICLE 18 BINDING EFFECT

The provisions hereof will bind and inure to the benefit of the members and Developer and their respective successors and assigns.

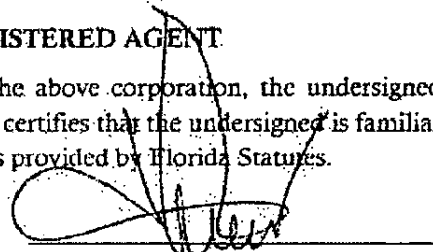
IN WITNESS WHEREOF, the above-named incorporator has signed these articles this 15th day of February 2016.



Thomas James Mannausa
Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been appointed registered agent for the above corporation, the undersigned hereby accepts such appointment. The undersigned certifies that the undersigned is familiar with, and accepts, the obligations of that position as provided by Florida Statutes.



Thomas James Mannausa