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**FLORIDA PROFIT/NON PROFIT CORPORATION
Emilia Townhomes Homeowners Association, Inc.**

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ARTICLES OF INCORPORATION
OF
EMILIA TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
(A Florida Not For Profit Corporation)

In accordance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves for the purpose of forming a not for profit corporation under Chapter 617, Florida Statutes, and do hereby certify as follows:

ARTICLE I
NAME

1.1 Name. The name of this corporation shall be EMILIA TOWNHOMES HOMEOWNERS ASSOCIATION, INC. ("Association"). The initial street and mailing address of the principal office of the Association shall be 17819 A Gulf Boulevard, Redington Shores, FL 33708.

ARTICLE II
DEFINITIONS

2.1 Definitions. The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Emilia Townhomes (said Declaration, as amended, renewed, or extended from time to time, is hereinafter referred to as the "Declaration").

ARTICLE III
PURPOSE

3.1 Purpose. The purpose for which the Association is organized is to operate the residential community known as Emilia Townhomes and to protect the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association, as set forth in the Declaration which is to be recorded in the public records of Pinellas County, Florida, including, without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

3.1.1 No Distributions. This not for profit corporation shall not make distributions to its Members, directors or officers, except as specifically authorized under the Florida Not For Profit Corporation Act (the "Act"), as presently existing and as the same may be amended from time to time.

ARTICLE IV
POWERS

4.1 Powers. The Association shall have all of the powers set forth in Section 617.0302, Florida Statutes, as the same may be amended from time to time, including, without limitation, the following powers:

4.1.1 Common Law and Statutory Powers. 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, or the Bylaws of the Association.

4.1.2 Necessary Powers. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer the Property pursuant to the Declaration, including but not limited to the following:

- (A) To make and collect assessments against Members in accordance with

the Declaration and Florida law.

(B) To use the proceeds of assessments in the exercise of its powers and duties.

(C) To maintain, repair and replace all portions of the Property and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by and in accordance with the Declaration, and to maintain and operate the water management system as permitted by the South Florida Water Management District, including all retention areas, culverts and related appurtenances, if any.

(D) To purchase insurance upon certain portions of the Property and insurance for the protection of the Association and its Members, in the amounts and types required by the Declaration.

(E) To contract for the management of the Property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the membership.

(F) To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Property.

(G) To make and amend reasonable Rules and Regulations regarding the use of the Property in accordance with the requirements set forth in the Bylaws and/or Declaration.

(H) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations, as same may be promulgated, modified, or amended from time to time.

(I) To do such other things as may be necessary in order to perform the duties and to exercise the powers provided to and for the Association in the Declaration.

ARTICLE V MEMBERS

5.1 Members. The Members of the Association shall consist of all of the record owners of Units in Emilia Townhomes.

5.2 Change of Membership. Change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing record title to a Unit at Emilia Townhomes, 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 as of the date of recording of such instrument.

5.3 Transfer of Membership. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon the transfer of title of his/her Unit

5.4 Voting. Each Unit shall be entitled to one membership vote, irrespective of the number of owners of record/Members associated with each such Unit. The manner of exercising voting rights, shall be determined by the Bylaws; subject, however, to the terms and conditions of the Declaration.

5.5 Governing Documents. Each and every Member shall be entitled to the benefits of membership in the Association and shall be bound by the provisions of the Governing Documents.

ARTICLE VI
TERM

6.1 **Term.** The term for which this corporation is to exist shall be perpetual.

ARTICLE VII
INCORPORATOR

7.1 **Incorporator.** The name and address of the Incorporator of this Association is CRCM Properties, LLC, and such incorporator's address is 17819 A Gulf Boulevard, Redington Shores, FL 33708.

ARTICLE VIII
OFFICERS

8.1 **Officers.** The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

8.2 **Election of Officers.** The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board immediately following the annual meeting of the Members (as described in the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a director of the Association, but no other officer need be a director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

8.2.1 **Officers.** Officers shall be elected by the Board at the first meeting of the Board following each annual meeting of the Members, provided, however, until the Transfer Date the Declarant shall have the right to approve all of the officers elected. The following persons shall serve as the initial officers.

<u>OFFICE:</u>	<u>NAME:</u>
President:	Ryan Pollard
Vice President:	Michael Puchowicz
Secretary:	Kelly Puchowicz
Treasurer:	Jennifer Pollard

ARTICLE IX
BOARD OF DIRECTORS

9.1 **Directors.** Except as stated herein, the affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than six (6) directors. Declarant shall appoint the first Board, including any vacancies or replacement members, none of which need be Members of the Association, and which shall serve until the first election of directors by the Members. Otherwise, the composition of the Board, the manner of election to the Board, the term of office and other provisions regarding the Board shall be established by the Declaration and the Bylaws of the Association. After the Declarant elects to divest itself of control of the Association, directors must be Members of the Association.

9.2 Term of Directors. After the Transfer Date, members of the Board shall serve for a term of two (2) years; provided, however, not less than two (2) members of the Board elected on the Transfer Date shall serve for an initial term of one (1) year and the balance of the Board elected on the Transfer Date shall serve for initial terms of two (2) years. After the Transfer Date, at each annual meeting, directors shall be elected to take the Board positions of the members of the Board whose terms have expired. The incumbent shall remain in position on the Board until a replacement is elected.

9.3 Election of Directors. After the Transfer Date, directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

9.4 Transfer Date. The Members shall be entitled to elect a majority of the Board not later than three months after 90 percent of the Units in Emilia Townhomes, that will ultimately be governed by the Association, have been conveyed to Members. Notwithstanding the foregoing, the Declarant, in its sole discretion, may elect to terminate its control of the Association at an earlier date.

9.5 First Board. The names and addresses of the persons who are to serve as the first Board are as follows:

<u>NAME:</u>	<u>ADDRESS:</u>
Ryan Pollard	6291 Rockburn Hill Rd, Elkridge MD 21075
Michael Puchowicz	3055 N Red Mountain No 75, Mesa AZ 85207
Laura Puchowicz	17823 Gulf Blvd, Redington Shores FL 33708

ARTICLE X INDEMNIFICATION

10.1 Indemnification. Every director, committee member, and officer of the Association (and the directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him/her or them in connection with any proceeding, litigation or settlement in which he/she may become involved by reason of his/her being or having been a director, committee member, or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he/she is a director, committee member, or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a director, committee member, or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a director, committee member, or officer may be entitled whether by statute or common law.

ARTICLE XI BYLAWS

11.1 Bylaws. The Bylaws of the Association may be adopted, amended, altered, or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles or the Declaration, and provided further, that no amendment, alteration, or rescission may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the consent of the Institutional Mortgagee so affected, and provided further that until the Transfer Date no amendments,

alterations or rescissions of the Bylaws shall be effective unless the Declarant shall have joined in and consented thereto in writing. Any attempt to amend, alter, or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE XII AMENDMENTS

12.1 Amendments Prior to Recording. Prior to the recording of the Declaration amongst the public records of the County, these Articles may be amended only by an instrument in writing signed by the Incorporator to these Articles 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 amendments, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles.

12.2 Amendments After Recording. After the recording of the Declaration amongst the public records of the County, these Articles may be amended in the following manner:

12.2.1 Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the membership) at which such proposed amendment is to be considered, except that no notice is required if written consent to the amendment is obtained as provided in paragraph 12.2.2 below; and

12.2.2 Approval. A resolution approving the proposed amendment may be first passed by either the Board or the membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the membership must be the consent of Members representing at least 80% of the membership votes, or by written consent of such percentage of Members, and approval by the Board must be by a majority of the directors present at any meeting of the directors at which a quorum is present or by written consent of a majority of the directors.

12.3 Amendment by Reference to Title. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Articles to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Article. See Article for present text." Non-material errors or omissions in the Article amendment process shall not invalidate an otherwise properly promulgated amendment.

12.4 Institutional Mortgagees. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Institutional Mortgagee, or the validity of any Mortgage held by such Institutional Mortgagee without the prior written consent therefor by such Mortgagee.

12.5 Declarant. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate, to select, or to approve the selection of the directors as provided in the Declaration and Bylaws, without the prior written consent of the Declarant.

ARTICLE XIII
INTERESTED DIRECTORS

13.1 Interested Directors. No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, or association, or other organization in which one or more of its directors or officers are directors or officers have a financial interest, shall be invalid, void, or voidable solely for such reason, or solely because the director or officer is present or participates in the meeting of the Board at which such contract or transaction was authorized. No director or officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors at which a contract or transaction with an interest director is to be considered.

ARTICLE XIV
REGISTERED AGENT AND OFFICE

14.1 Registered Agent and Office. The street address of the initial registered office of the Association is 14432 120th Ave, Largo, FL 33774, and the initial registered agent at such address is Alice Brown.

IN WITNESS WHEREOF, the Incorporator has hereunto executed these Articles of Incorporation this 3rd day of March, 2016.

CRCM PROPERTIES, LLC,
a Florida limited liability company

By: [Signature]
Ryan Pollard, as Authorized Member

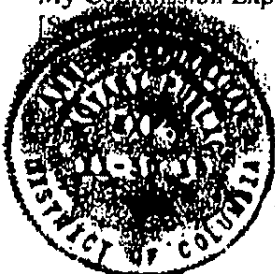
STATE OF DISTRICT OF COLUMBIA [Company Seal]
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Ryan Pollard, as Authorized Member of CRCM PROPERTIES, LLC, a Florida Limited Liability Company (the "Company"), who ☒ is personally known to me or () who has produced his/her driver's license as identification, and who executed the foregoing instrument, and who did acknowledge executing the foregoing instrument freely and voluntarily under the authority duly vested by the Company; and the seal affixed to the foregoing instrument is the true Company seal of the Company.

WITNESS my hand and official this 3rd day of March, 2016.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11/30/2018



3/8/2016 12:15:37 PM From: To: 8506176381(8/8)

ACCEPTANCE BY REGISTERED AGENT

Having been named the registered agent of Emilia Townhomes Homeowners Association, Inc., the undersigned accepts such appointment, agrees to act in such capacity and is familiar with and accepts the obligations imposed by Chapter 617, Florida Statutes, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the duties hereunder.

Executed this 3 day of March, 2016.



Alice Brown, Registered Agent

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