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16 MAR 10 PM 4:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## COVER LETTER

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

**SUBJECT:** Infinity Condominium Association of Longboat Key, 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:** Jamie A. Ebling, Esquire

\_\_\_\_\_  
Name (Printed or typed)

3700 South Tamiami Trail, Suite 200

\_\_\_\_\_  
Address

Sarasota, FL 34239

\_\_\_\_\_  
City, State & Zip

941-954-9991

\_\_\_\_\_  
Daytime Telephone number

jebling@berlinpatten.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  
OF  
INFINITY  
CONDOMINIUM ASSOCIATION ON LONGBOAT KEY, INC.**

**FILED**  
16 MAR 10 PM 4:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

**ARTICLE I.**

**NAME OF CORPORATION**

The name of this corporation shall be INFINITY CONDOMINIUM ASSOCIATION ON LONGBOAT KEY, INC., hereinafter referred to as the Association.

**ARTICLE II.**

**GENERAL NATURE OF BUSINESS**

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as INFINITY LONGBOAT KEY, a condominium ("INFINITY") located in the County of Manatee Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act, Chapter 718, Florida Statutes.

**ARTICLE III.**

**POWERS**

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in said Condominium Act and the Declaration of Condominium of the INFINITY. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members; including but not limited to lease of recreation areas and facilities. The Association may contract for the management and maintenance of the Condominium Property 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, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds shall be made

available by the Association for such purposes. The Association may contract for and acquire one or more Condominium Units within the Condominium(s) it operates, for such purposes that are not in conflict with the Declaration of Condominium, these Articles of Incorporation or the Bylaws, including for the purposes of providing a Unit(s) for the manager(s) of the Condominium(s) which the Association operates, which shall include the power to assume or grant a mortgage encumbering the Unit(s) acquired by the Association. The Association may obtain loans for purposes of meeting the financial needs of running the Condominium(s) it operates, and as security therefor, pledge the income from Assessments (but not from reserves) collected from Unit Owners. The costs and expenses of obtaining and paying any such loan shall be a common expense. 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 making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Furthermore, the Association has the power to own and convey property, operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, establish rules and regulations, assess members and enforce assessments, sue and be sued, contract for services to provide for operation and maintenance of the surface water management system facilities if the association contemplates employing a maintenance company, require all the lot owners, parcel owners, or unit owners to be members, exist in perpetuity; however, should the association dissolve, all of the unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4(h) of the Districts Basis of Review.

#### **ARTICLE IV.**

##### **MEMBERS**

All persons owning a vested present interest in the fee title to any of the condominium units of the INFINITY as evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in said Declaration of Condominium. 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 shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in said Declaration

of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of a deed or other instrument of conveyance.

Prior to the recording of said Declaration of Condominium in the public records of said county, the subscribers hereto shall remain the members of the Association and shall each be entitled to one vote.

**ARTICLE V.**  
**VOTING RIGHTS**

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a condominium unit, the vote to which that unit is entitled may be exercised by one of such joint owners by the remainder of the joint owners filing a Voting certificate with the Secretary of the Association; provided however, if the joint ownership is between husband and wife, either may cast the entire vote for the Unit unless the other objects.

**ARTICLE VI.**  
**INCOME DISTRIBUTION**

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

**ARTICLE VII.**  
**EXISTENCE**

This corporation shall exist perpetually unless dissolved according to law.

**ARTICLE VIII.**  
**REGISTERED AND PRINCIPAL OFFICE AND REGISTERED AGENT**

The registered and principal office of the corporation shall be 3700 S. Tamiami Trail, Suite 200., Sarasota, FL 34239 and the registered agent at such address shall be Randy Moore.

**ARTICLE IX.**  
**NUMBER OF DIRECTORS**

The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than three (3) nor more than five (5) persons, as determined by the members in accordance with the bylaws.

**ARTICLE X.**  
**FIRST BOARD OF DIRECTORS AND OFFICERS**

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Jeff Neuber	Vice President & Director	7320 McGinnis Ferry Road, Suwanee, GA 30024
Randy Moore	President & Director	7320 McGinnis Ferry Road, Suwanee, GA 30024
John Scott	Secretary/Treasurer/Director	7320 McGinnis Ferry Road, Suwanee, GA 30024

## ARTICLE XI.

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. Indemnity. 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he 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 him in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. 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, suit or proceeding referred to in paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. Advances. 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 proceedings 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 is entitled to be indemnified by the Association as authorized in this Article XI.

D. 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 by-law, 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.

E. 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 and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

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

## **ARTICLE XII.**

### **RIGHTS OF DEVELOPER**

ORCHID ON LONGBOAT KEY, LLC which is the Developers of the INFINITY, shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be unit owners) until the following shall occur:

A. When Unit Owners other than Developer own fifteen percent (15%) or more of the Units in the condominium that will be operated ultimately by an Association, the Unit Owners other than Developer shall be entitled to elect no less than one-third of the members of the board of administration of the Association.

B. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the board of administration of an Association:

- (1) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (2) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (3) When all of 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 the Developer in the ordinary course of business;
- (4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
- (5) When the Developer files a petition seeking protection in bankruptcy;

- (6) When a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment; or
- (7) Seven years after recordation of the Declaration of Condominium; or in the case of an Association which may ultimately operate more than one condominium, 7 years after recordation of the Declaration for the first condominium it operates; or in the case of an Association operating a phase condominium created pursuant to section 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the board of administration of an Association as long as the Developer holds for sale in the ordinary course of business at least five (5) percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in the condominium operated by the Association. Following the time Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the board of administration.

C. Within 75 days after the unit owners other than the Developer are entitled to elect a member or members of the board of administration of an Association, the Association shall call, and give not less than 60 days' notice of an election for the members of the board of administration. The election shall proceed as provided in Section 718.112(2)(d), Florida Statute. The notice may be given by any unit owner if the Association fails to do so. Upon election of the first unit owner other than the Developer to the board of administration, the Developer shall forward to the division the name and mailing address of the unit owner board member.

D. If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- (1) Assessment of the Developer as a unit owner for capital improvements.
- (2) Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.



E. At the time that unit owners other than the Developer elect a majority of the members of the board of administration of an Association, the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, or for the purposes of Section 718.301(4)(c) not more than 90 days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the unit owners and of the Association which is held or controlled by the Developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the Association:

- (1) The original or a photocopy of the recorded declaration of condominium and all amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the Developer or an officer or agent of the Developer as being a complete copy of the actual recorded declaration.
- (2) A certified copy of the articles of incorporation of the Association or, if the association was created prior to the effective date of this act and it is not incorporated, copies of the documents creating the Association.
- (3) A copy of the bylaws.
- (4) The minute books, including all minutes, and other books and records of the Association, if any.
- (5) Any house rules and regulations which have been promulgated.
- (6) Resignations of officers and members of the board of administration who are required to resign because the Developer is required to relinquish control of the Association.
- (7) The financial records, including financial statements of the association, and source documents from the incorporation of the association through the date of turnover. The records shall be audited for the period from the incorporation of the association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to chapter 473. The accountant performing the audit shall examine to the extent

necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts, and related records to determine that the developer was charged and paid the proper amounts of assessments.

- (8) Association funds or control thereof.
- (9) All tangible personal property that is property of the Association, which is represented by the Developer to be part of the common elements or which is ostensibly part of the common elements, and an inventory of that property.
- (10) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site with a certificate in affidavit form of the Developer or the Developer's agent or an architect or engineer authorized to practice in this state that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements. If the condominium property has been declared a condominium more than 3 years after the completion of construction or remodeling of the improvements, the requirements of this paragraph do not apply.
- (11) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the condominium or association property.
- (12) Insurance policies.
- (13) Copies of any certificates of occupancy which may have been issued for the condominium property.

- (14) Any other permits applicable to the condominium property which have been issued by governmental bodies and are in force or were issued within 1 year prior to the date the unit owners other than the Developer take control of the Association.
- (15) All written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective.
- (16) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (17) Leases of the common elements and other leases to which the Association is a party.
- (18) Employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (19) All other contracts to which the Association is a party.
- (20) A report included in the official records, under seal of an architect or engineer authorized to practice in this state, attesting to required maintenance, useful life, and replacement costs of the following applicable common elements comprising a turnover inspection report:
  - a. Roof.
  - b. Structure.
  - c. Fireproofing and fire protection systems.
  - d. Elevators.
  - e. Heating and cooling systems.
  - f. Plumbing.
  - g. Electrical systems.
  - h. Swimming pool or spa and equipment.

- i. Seawalls.
- j. Pavement and parking areas.
- k. Drainage systems.
- l. Painting.
- m. Irrigation systems.

F. If, during the period prior to the time that the Developer relinquishes control of the Association pursuant to Section 718.301(4), Florida Statutes, any provision of the Condominium Act or any rule promulgated thereunder is violated by the Association, the Developer is responsible for such violation and is subject to the administrative action provided in chapter 718, Florida Statutes, for such violation or violations and is liable for such violation or violations to third parties.

G. Prior to the Developer relinquishing control of the Association pursuant to Section 718.301(4), Florida Statutes, actions taken by members of the board of administration designated by the Developer are considered actions taken by the Developer, and the Developer is responsible to the Association and its members for all such actions.

### **ARTICLE XIII.**

#### **BYLAWS**

The first 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 XIV.**

#### **SUBSCRIBERS**

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:


<u>Name</u>	<u>Office</u>	<u>Address</u>
Jeff Neuber	Vice President & Director	7320 McGinnis Ferry Road, Suwanee, GA 30024
Randy Moore	President & Director	7320 McGinnis Ferry Road, Suwanee, GA 30024
John Scott	Secretary/Treasurer/ Director	7320 McGinnis Ferry Road, Suwanee, GA 30024

**ARTICLE XV.**  
**AMENDMENTS**

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the corporation and all rights conferred upon the members herein are granted subject to this reservation.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this 8<sup>th</sup> day of MARCH, 2010.

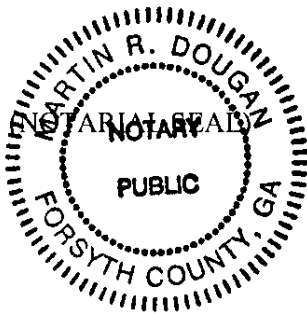
  
\_\_\_\_\_(SEAL)  
JEFF NEUBER

  
\_\_\_\_\_(SEAL)  
RANDY MOORE

  
\_\_\_\_\_(SEAL)  
JOHN SCOTT

STATE OF GEORGIA  
COUNTY OF FORSYTH

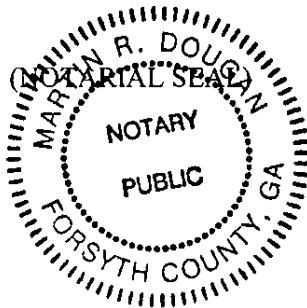
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of MARCH,  
2016, by RANDY MOORE, who is personally known to me or produced  
\_\_\_\_\_ as identification and who did not take an oath.



Martin R. Dougan  
\* MARTIN R. DOUGAN  
\*(Print Name of Notary Public)  
Notary Public - State of GEORGIA  
My Commission Expires 7/12/2018  
Commission Number N/A

STATE OF GEORGIA  
COUNTY OF FORSYTH

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of MARCH,  
2016, by JEFF NEUBER, who is personally known to me or produced  
\_\_\_\_\_ as identification and who did not take an oath.



Martin R. Dougan  
\* MARTIN R. DOUGAN  
\*(Print Name of Notary Public)  
Notary Public - State of GEORGIA  
My Commission Expires 7/12/2018  
Commission Number N/A

STATE OF GEORGIA  
COUNTY OF FORSYTH

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of MARCH,  
2016, by JOHN SCOTT, who is personally known to me or produced  
\_\_\_\_\_ as identification and who did not take an oath.

(NOTARIAL SEAL)

Martin R. Dougan  
\* MARTIN R. DOUGAN  
\*(Print Name of Notary Public)  
Notary Public - State of GEORGIA  
My Commission Expires 7/12/2018  
Commission Number N/A

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation

Randy Moore

Print Name: RANDY MOORE

FILED  
16 MAR 10 PM 4:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA