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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Bellevue Place Property Owners Association, Inc.**

Certificate of Status	1
Certified Copy	1
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STATE  
TALLAHASSEE, FLORIDA

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**ARTICLES OF INCORPORATION  
FOR  
BELLEVIEW PLACE PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned Incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1: NAME**

The name of the corporation shall be BELLEVIEW PLACE PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Master Association", these Articles of Incorporation shall be referred to as the "Articles", and the Bylaws of the Master Association shall be referred to as the "Bylaws".

**ARTICLE 2: PRINCIPAL ADDRESS**

The principal office and address of the corporation shall be 2201 Fourth Street North, Suite 200, St. Petersburg, FL 33704.

**ARTICLE 3: PURPOSE**

The purpose for which the Master Association is organized is to provide an entity for the ownership, operation and maintenance of certain common areas ("Common Areas") that will benefit one or more condominiums in Pinellas County, Florida (the "Condominiums") and other properties within the master planned project to be developed on the real property described on the attached Exhibit "A" (the "Project"). The Master Association shall automatically assume all rights, powers and duties provided for herein, in the Bylaws and in the Declaration of Covenants, Conditions and Easements for Belleview Place (the "Declaration"), upon recordation of the Declaration in the Public Records of Pinellas County, Florida, naming the Master Association as the Master Association responsible for the operation of the Common Areas.

**ARTICLE 4: DEFINITIONS**

The terms used in these Articles 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.

**ARTICLE 5: POWERS**

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

5.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or applicable law.

5.2 Enumeration. The Master Association shall have all of the powers and duties set forth below, except as limited by these Articles, the Bylaws and the Declaration, and all of the powers and duties reasonably necessary to operate the Common Areas pursuant to the

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Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To perform all of the duties and obligations of the Master Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, and to exercise such authority as may reasonably be necessary to effectuate its objectives under the Declaration, as the same may be amended from time to time as therein provided.
- (b) To assess, levy, collect and enforce payment, by any lawful means, assessments and other charges against members as Unit Owners (whether or not such sums are due and payable to the Master Association) and to use the proceeds thereof in the exercise of its powers and duties.
- (c) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (d) To hold, convey, lease and mortgage property including the Common Areas for the benefit of the Owners (as defined in the Declaration").
- (e) To maintain, repair, replace, reconstruct, add to and operate the Common Areas, and other property acquired or leased by the Master Association.
- (f) To purchase insurance upon the Common Areas and insurance for the protection of the Master Association, its officers, directors and Owners.
- (g) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Areas and for the health, comfort, safety and welfare of the Owners.
- (h) To enforce by legal means the provisions of the Declaration, these Articles, Bylaws, and the Rules and Regulations for the use of the Common Areas.
- (i) To contract for the management and maintenance of the Common Areas and to authorize a management agent (which may be an affiliate of the Developer) to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collections of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with such funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.
- (k) To employ personnel to perform the services required for the proper operation of the Common Areas.

5.3 Surface Water Management System. The Master Association has the power to do the following:

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- (a) Own and convey property.
- (b) 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.
- (c) Establish rules and regulations.
- (d) Assess members and enforce assessments.
- (e) Sue and be sued.
- (f) Contract for services to provide for operation and maintenance of the surface water management system facilities.
- (g) Require all the owners to be members.
- (h) Exist in perpetuity; however, if the Master Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Master Association.
- (i) Take any other action necessary for the purposes for which the Master Association is organized.

5.4 Master Association Property. All funds and the title to all properties acquired by the Master 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.

5.5 Distribution of Income; Dissolution. The Master Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Master Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes, provided that in the event of dissolution, the surface water management system shall be conveyed to an appropriate agency of local government, and if it is not accepted, then it shall be dedicated to a similar non-profit corporation.

5.6 Limitation. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and Bylaws.

## ARTICLE 6: MEMBERS

6.1 Membership. The members of the Master Association shall consist of all of the record title owners of condominium units ("Units") or other properties ("Parcels") in the Project that are subjected to the Declaration from time to time, and after termination of the Master Association,

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shall also consist of those persons who were members at the time of such termination, together with their successors and assigns.

6.2 Assignment. The share of a member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit and the number of votes for each Parcel as assigned by the Declaration, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

#### ARTICLE 7: TERM OF EXISTENCE

The Master Association shall have perpetual existence.

#### ARTICLE 8: INCORPORATOR

The name and address of the Incorporator of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
J. Michael Cheezem	2201 Fourth Street North Suite, 200 St. Petersburg, Florida 33704

#### ARTICLE 9: OFFICERS

The affairs of the Master Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Master Association at its first meeting following the annual meeting of the members of the Master Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for the filling of vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President:</u>	Gail M. Cooper	2201 Fourth Street North Suite 200 St. Petersburg, Florida 33704
<u>Vice President:</u>	John P. Hobach	2201 Fourth Street North Suite 200 St. Petersburg, Florida 33704
<u>Secretary:</u>	Michael Greene	2201 Fourth Street North Suite 200

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St. Petersburg, Florida 33704

Treasurer: Michael Greene 2201 Fourth Street North  
Suite 200  
St. Petersburg, Florida 33704

## ARTICLE 10: DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Master Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. Directors, other than designees of the Developer, must be members or authorized representatives of entity members of the Master Association.

10.2 Duties and Powers. All of the duties and powers of the Master Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

10.3 Election; Removal. Directors of the Master Association shall be elected at the annual meeting of the members, and may be elected to staggered terms, in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

10.4 Term of Developer's Directors. The Developer of the Project shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Gail M. Cooper	2201 Fourth Street North Suite 200 St. Petersburg, Florida 33704
Michael Greene	2201 Fourth Street North Suite 200 St. Petersburg, Florida 33704
John P. Hobach	2201 Fourth Street North Suite 200

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St. Petersburg, Florida 33704

## ARTICLE 11: INDEMNIFICATION

11.1 Indemnity. The Master Association shall indemnify any person who was or is a party of 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, employee, officer or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), 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 Master 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 a 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 Master 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.

11.2 Expenses. To the extent that a director, officer, employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fee) actually and reasonably incurred by him or her in connection therewith.

11.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such actions, 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 Master Association as authorized in this Article 11.

11.4 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 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.

11.5 Insurance. The Master 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 Master Association, or is or was serving, at the request of the Master 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 or her in any such capacity, or arising out of his or her status as such, whether or not the Master Association would have the power to indemnify him or her against such liability under the provisions of this Article.

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11.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 11 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

#### ARTICLE 12: BYLAWS

The first Bylaws of the Master Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

#### ARTICLE 13: AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. Such notice shall contain the proposed amendment or a summary of the changes to be effected thereby.

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Master Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their concurrence in writing, provided that such concurrences shall not be used for the purpose of creating a quorum and further provided the approval is delivered to the Secretary at or prior to the meeting. The approval must be:

- (a) by not less than 75% of the votes of all of the voting interests of the Master Association, and by not less than 75% of the entire Board of Directors; or
- (b) by not less than 80% of the votes of all of the voting interests of the Master Association.

13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 5.3, 5.4 or 5.5 of Article 5, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way effect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 13.3 shall be effective.

13.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Pinellas County, Florida.

#### ARTICLE 14: INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 2201 Fourth Street North, Suite 200, St. Petersburg, Florida 33704, with the privilege of having its office and branch offices at

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other places within or without the State of Florida. The initial registered agent at that address shall be J. Michael Cheezem.

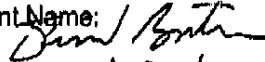
IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

Witnesses:



LYNN FORE

Print Name:



DAVID BORTNER

Print Name:



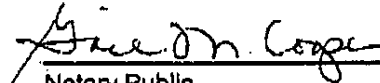
J. Michael Cheezem

Address: 2201 Fourth Street North  
Suite 200  
St. Petersburg, FL 33704

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2016, by J. Michael Cheezem. He is personally known to me.





Notary Public

Printed Name: GAIL M. COOPER

My Commission No: FF 083385

My Commission Expires: 5/14/2018

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF  
PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE  
SERVED.**

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, at City of St. Petersburg, County of Pinellas, State of Florida, the corporation named in the said articles has named J. Michael Cheezem, located at 2201 Fourth Street North, Suite 200, St. Petersburg, Florida 33704, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



\_\_\_\_\_  
J. MICHAEL CHEEZEM  
REGISTERED AGENT

DATED this 16<sup>th</sup> day of June, 2016.