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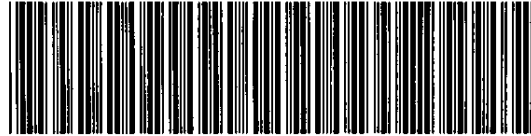
(Business Entity Name)

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2016 AUG 29 PM 12:40
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ne 9/2/16

COVER LETTER

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

SUBJECT: The Cortez 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: St. Johns Law Group

Name (Printed or typed)

104 Sea Grove Main Street

Address

St. Augustine, Florida 32080

City, State & Zip

904-495-0400

Daytime Telephone number

bryangreiner@aol.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
THE CORTEZ CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

16 AUG 29 PM 12:40

SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned hereby forms this corporation not for profit under Chapter 617, Florida Statutes, for the purposes and with the powers hereinafter set forth and certifies as follows:

ARTICLE I

NAME

The name of the not for profit corporation is THE CORTEZ CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE II

PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business 23 Comares Avenue, St. Augustine, Florida 32080. The mailing address of the corporation is 23 Comares Avenue, St. Augustine, Florida 32080.

ARTICLE III

PURPOSE AND POWERS

A. The purpose for which this Association is organized is to maintain, operate and manage The Cortez, a Condominium (the "The Cortez"), and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the Declaration of Condominium (the "Declaration"), these Articles of Incorporation of the Association (the "Articles"), the Bylaws of the Association (the "Bylaws"), any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with The Cortez (collectively the "Condominium Documents") and in accordance with the Condominium Act, Chapter 718, Florida Statutes (the "Condominium Act").

B. The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Condominium Act.

2. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

3. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property, including, but not limited to the Units, the Association Property and the Common Elements.

4. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of The Cortez and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Condominium Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association.

5. To maintain, repair, replace and operate the Condominium Property and Association Property in accordance with the Declaration and the Condominium Act.

6. To reconstruct improvements on the Condominium Property and Association Property in the event of casualty or other loss;

7. To enforce by legal means the provisions of the Condominium Documents and the Condominium Act;

8. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and Association Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of The Cortez and;

9. To purchase real and/or personal property as determined by the Association in compliance with the Condominium Documents.

ARTICLE IV

MEMBERSHIP

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

A. Until such time as The Cortez is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised solely of the members of the "First Board".

B. Once The Cortez is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

D. No Member may assign hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. With respect to voting, the following provisions shall apply:

1. Each Unit shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration of Condominium applicable to such Member. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to (1) vote for each Unit owned in the manner determined by the Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to The Cortez or the Association as a whole shall be voted on by the membership and shall be determined by a vote of the majority of the membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to The Cortez or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting The Cortez which the Board determines requires the vote of the Members as a whole shall be effective with regard to The Cortez unless the Members so affected shall be given the opportunity to vote on said action or resolution.

4. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

5. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Condominium Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Condominium Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: 1723 Comares, LLC, a Florida limited liability company, 5744 Castlebay Drive, Springfield, Missouri 65809.

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers 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 following the "Annual Members' Meeting" (as described in Section 4.1 of 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 or Assistant Secretary.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	John F. Youngblood
Vice President	John A. Calhoun
Secretary	Bryan Greiner
Treasurer	John F. Youngblood

ARTICLE IX

BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph K of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

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

<u>NAME</u>	<u>ADDRESS</u>
John F. Youngblood	5744 Castlebay Drive Springfield, Missouri 65809
Bryan Greiner	912 Ocean Palm Way St. Augustine, Florida 32080
John A. Calhoun	5744 Castlebay Drive Springfield, Missouri 65809

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Provided the Developer holds units for sale in the ordinary course of business, Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these articles.

C. Upon the conveyance by Developer to Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Units" (as hereinafter defined) of The Cortez, the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX(C).

The term "Total Units" means the number of Units contemplated for The Cortez (less the number of Units in The Cortez which Developer decides neither to submit as part of The Cortez as provided in the Declarations).

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

a. Three (3) years after fifty (50%) percent of the Total Units have been conveyed to purchaser;

b. Three (3) months after ninety (90%) percent of the Total Units have been conveyed to purchasers;

c. When all units 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;

d. 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;

e. When the Developer files a petition seeking protection in bankruptcy;

f. When a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or the Members; or

g. Seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to 718.104(4)(e), F.S., 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; or, in the case of an association that may ultimately operate more than one condominium, seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to 718.104(4)(e), F.S., or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to 718.403, seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to 718.104(4)(e), F.S., or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first. The Developer is entitled to elect at least one member of the Board 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 two (2%) percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the 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 the purposes of reacquiring control of the Association or selecting the majority members of the Board.

2. Notwithstanding the above, Declarant shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty (50%) percent of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to the Developer's right to appoint a member to the Board as specified in the Condominium Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five (5%) percent of the sum of the Total Units for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation

on the Board which Developer may have pursuant to the Condominium Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Condominium Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7).

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association or the Association Property.
3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

ARTICLE X

INITIAL REGISTERED AGENT

The initial registered agent of the Association shall be Cortez Water, LLC, 852 Ocean Palm Way, St. Augustine, Florida 32080

ARTICLE XI

INDEMNIFICATION

A. The Association shall indemnify every Director and every Officer of the Association against all expenses and liabilities including attorneys' fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) in which he or she may be a party because of his being or having been a Director or Officer of the Association to the fullest extent that may be permitted by law. In no event, however, shall 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.

B. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII

BYLAWS

The first Bylaws shall be adopted by the Board of Directors, and may be altered, rescinded or amended by a majority of the Board, except as otherwise may be provided by the Bylaws and the Declaration.

ARTICLE XIII

AMENDMENTS

A. Except as otherwise required for by Florida law, these Articles may be amended by vote of more than fifty (50%) percent of the voting interest at any annual or special meeting, or by approval in writing of the owners of two-thirds (2/3) of the voting interest without a meeting, provided that notice of any proposed amendment has been given to the members of the Association and that the notice contains a copy of the proposed Amendment.

B. An Amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of St. Johns County, Florida.

ARTICLE XIV

DISSOLUTION OF THE ASSOCIATION

A. 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.

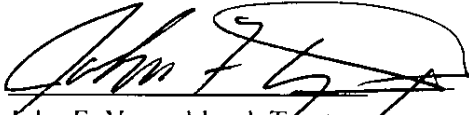
B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be apportioned among the Units pro rata to the number of votes attributable to such Units, and the share of each shall be distributed to the then owners thereof.

WHEREFORE, on this 16 day of August, 2016, I, the incorporator, 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.

"Incorporator"

1723 Comares, LLC, a Florida limited
liability company

John F. Youngblood Trust, its Manager


John F. Youngblood, Trustee

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.

"Registered Agent"

Cortez Water, LLC

By: Bryan Greiner, its Manager

FILED
16 AUG 29 PM 12:40
SECRETARY OF STATE
TALLAHASSEE FLORIDA

"Incorporator"

1723 Comares, LLC, a Florida limited
liability company

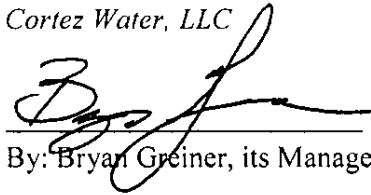
John F. Youngblood Trust, its Manager

John F. Youngblood, Trustee

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"Registered Agent"

Cortez Water, LLC



By: Bryan Greiner, its Manager

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