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NAND VIHAR LAKEVIEW CONDOMINIUM ASSOCIATION,  
INC.

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**ARTICLES OF INCORPORATION****OF****ANAND VIHAR LAKEVIEW CONDOMINIUM ASSOCIATION, INC.**

In order to form a corporation under and in accordance with the provisions of Chapters 617 and 718, Florida Statutes, the undersigned hereby incorporates this corporation not-for-profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation (these "Articles"), certifies as follows:

1. **Name.** The name of the corporation shall be Anand Vihar Lakeview Condominium Association, Inc. (the "Association").

2. **Principal Office.** The principal office of the Association is 4600 West Cypress Street, Suite 120, Tampa, Florida 33607.

3. **Registered Office - Registered Agent.** The street address of the Registered Office of the Association is 101 E. Kennedy Blvd., Suite 2800, Tampa, Florida 33602. The name of the Registered Agent is W. Kent Ihrig.

4. **Definitions.** All of the initially capitalized terms used herein shall have the meanings set forth in the Declaration of Condominium for Anand Vihar Lakeview Condominium (the "Declaration"), which will be recorded in the Public Records of Pasco County, Florida, and shall govern all of the operations of a Condominium to be known as Anand Vihar Lakeview Condominium (the "Condominium").

5. **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of the Condominium to be developed on property located in Pasco County, Florida and to promote the health, safety and social welfare of the owners of all units (each, a "Unit" and collectively, the "Units"). The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("Members") of the Association and shall remain Members for so long as they remain Unit Owners.

6. **Powers and Duties.** The 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 By-Laws or the Act. Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws including, but not limited to, the following:

- a. **Assessments and Special Assessments.** To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.

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- b. **Common Areas.** To maintain all common areas and other areas for which the obligation to maintain and repair has been delegated to the Association.
- c. **Declaration.** To carry out all of the duties and obligations assigned to it as an Association under the terms of the Declaration.
- d. **Real and Personal Property.** To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominium.
- e. **Insurance.** To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. 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 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 Article 12.
- f. **Rules and Regulations.** To make and amend reasonable rules and regulations (the "Rules") for the maintenance, conservation and use of any Condominium Property and for the health, comfort, safety and welfare of the Unit Owners in the Condominium.
- g. **Enforcement.** To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and, if any, the Rules.
- h. **Management and Employees.** To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.
- i. **Approval of Transfers.** To approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declaration.
- j. **Not-for-profit.** To operate without profit and for the sole and exclusive benefit of its members.
- k. **Suit.** To sue and be sued.

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**7. Unit Owners and Membership.**

- a. **Membership.** The Members of the Association shall consist of each and every Unit Owner upon acquisition of an ownership interest in a Unit and continuing until the sale or other disposition by such Unit Owner of the ownership interest, at which time the new Unit Owner shall automatically become a member of the Association, except that nothing herein contained shall be construed as terminating the membership of any Member who may own two (2) or more Units so long as such Member owns at least one (1) Unit.
- b. **Assignment.** The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the By-Laws.
- c. **Voting.** On all matters upon which the Unit Owners shall be entitled to vote, The Association shall have two classes of voting membership:

**Class A.** Class A Members shall be all owners of a Unit, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned by an Owner.

**Class B.** The Class B Member shall be the Declarant, which shall be entitled to five (5) votes per Unit owned by the Declarant. The Class B membership shall cease and be converted to Class A or membership on the happening of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (2) the date exactly ten (10) years after the recording in the Public Records of Pasco County, Florida, of the Declaration; or
- (3) on a date when Declarant shall record in the Public Records of Pasco County, Florida, a notice terminating its Class B membership status.

There shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned. Except where otherwise required by law or by the provisions of said Declaration or these Articles of Incorporation, the affirmative vote of a majority of Members represented at any meeting of the Members duly called and at which a quorum is present shall be binding upon the Members.

As long as there is a Class B membership and the Department of Housing and Urban Development ("HUD") or Veterans Administration ("VA") is holding,

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insuring, or guaranteeing any loan secured by property subject to this Declaration, the following actions will require the prior approval of the HUD or VA: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution of the Association, and amendment of these Articles of Incorporation.

- d. **Prior to Recordation of Declaration.** Until such time as the real property comprising the Condominium, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Pasco County, Florida, the membership of the Association ("Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8. **Term of Existence.** The Association shall have perpetual existence. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

9. **Directors.**

- a. **Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.
- b. **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.
- c. **Election, Removal.** Directors shall be appointed, elected, and removed as provided in the By-Laws.
- d. **Initial Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

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NAME	ADDRESS
Santosh Govindaraju	4600 West Cypress Street, Suite 120 Tampa, Florida 33607
Leelakrishna Nallamshetty	4600 West Cypress Street, Suite 120 Tampa, Florida 33607
Srinivas Sanka	4600 West Cypress Street, Suite 120 Tampa, Florida 33607

10. **Officers.** The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of Board. The names and addresses of the first officers who shall serve until their successors are designated by the Board are as follows:

President:	Santosh Govindaraju 4600 West Cypress Street, Suite 120 Tampa, Florida 33607
Treasurer:	Leelakrishna Nallamshetty 4600 West Cypress Street, Suite 120 Tampa, Florida 33607
Secretary:	Srinivas Sanka 4600 West Cypress Street, Suite 120 Tampa, Florida 33607

11. **Incorporator.** The name and street address of incorporator is Santosh Govindaraju at 4600 West Cypress Street, Suite 120, Tampa, Florida 33607.

12. **Indemnification.**

- 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 proceeding, 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 reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and 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, has no reasonable cause to believe his conduct was unlawful.
- b. **Limitations on Indemnification.** Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the Association, unless

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and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

- c. **Effect of Termination of Action.** 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 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.
- d. **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 Section 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.
- e. **Approval.** Any indemnification under Section 12(a) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12(a) above. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.
- f. **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 proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Section 12.
- g. **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 the By-Laws, agreement, vote of Unit Owners 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.

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**13. By-Laws.** The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Unit Owners, and/or the Developer as provided in the By-Laws.

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

- a. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- b. **Proposal.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests in the Association.
- c. **Approval.** An amendment shall be approved any of the following:
  - i. Approval by Unit Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board;
  - ii. Approval by Unit Owners holding eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or
  - iii. Prior to the date upon which Unit Owners other than Developer control the Board, Approval by one hundred percent (100%) of the entire Board.
- d. **Limitation.** Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Act, the Declaration, or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join in the execution of the amendment.
- e. **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 Pasco County, Florida.
- f. **Developer.** The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone. This paragraph may not be amended.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 6th day of June, 2017.

  
Santosh Govindaraju

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### ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for Anand Vihar Lakeview Condominium Association, Inc. at the place designated in the Articles, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

Registered Agent



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W. Kent Ihrig

Date: June 6, 2017

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