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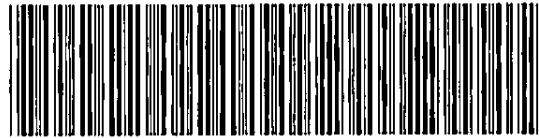
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**Incorporating Services, Ltd.**

1540 Glenway Drive  
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e-mail: info@incserv.com



**ORDER FORM**

**TO** Florida Department of State  
Division of Corporations, Clifton  
Building  
2661 Executive Center Circle  
Tallahassee, FL 32301  
corphelp@dos.myflorida.com  
850-245-6051

**FROM** Melissa Stops  
mstops@incserv.com  
850.656.7953

**REQUEST DATE** 11/7/2018

**PRIORITY** Routine

**OUR REF # (Order ID#)** 694937

**ORDER ENTITY**

CHANNEL CLUB CONDOMINIUM ASSOCIATION, INC.

**PLEASE PERFORM THE FOLLOWING SERVICES:**

CHANNEL CLUB CONDOMINIUM ASSOCIATION, INC. ( FL )

New corp filing

**NOTES:**

\$70.00 Authorized

Email address for annual report reminders: BLuikart@anthonyandpartners.com

**RETURN/FORWARDING INSTRUCTIONS:**

ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,

A handwritten signature in black ink, appearing to be "W6".

Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.

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**ARTICLES OF INCORPORATION**  
**OF**  
**CHANNEL CLUB CONDOMINIUM ASSOCIATION, INC.**

The undersigned, for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, certifies as follows:

**ARTICLE 1 – NAME AND DEFINITIONS**

The name of the corporation shall be Channel Club Condominium Association, Inc. For convenience the corporation shall be referred to in this instrument as the "**Association**," these Articles of Incorporation as the "**Articles**," the Bylaws of the Association as the "**Bylaws**," and the members of the Association as the "**Members**" or the "**Unit Owners**."

**ARTICLE 2 – PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718 of the Florida Statutes (the "**Act**") for the operation of Channel Club, a Condominium (the "**Condominium**"), on real property situated in Hillsborough County, Florida (the "**County**"), to be more particularly described in the Declaration of Condominium for Channel Club, a Condominium (the "**Declaration**") recorded by Channel Club-TA LLC, a Delaware limited liability company (the "**Declarant**" or the "**Developer**"). When completed, the Condominium will consist of two (2) condominium units (each a "**Unit**", collectively, the "**Units**"), both of which will ultimately be operated and administered by this Association. Capitalized terms used herein which are not otherwise defined in these Articles shall have the same meanings as those set forth in the Declaration.

**ARTICLE 3 – POWERS**

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

**3.1 General.** 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 terms of these Articles.

**3.2 Enumeration.** The Association shall have all of the powers and duties set forth in the Act as it exists on the date of the recording of the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as the Declaration may be amended from time-to-time, including those powers and duties set forth in these Articles and the Bylaws and those set forth in the Declaration, if not inconsistent with the Act, and including but not limited to the following:

(a) To make and collect Assessments against Members as Unit Owners to defray the costs, expenses and losses of the Condominium, including late charges and interest, not to exceed the maximum rates allowed by law.

(b) To use the proceeds of Assessments and charges in the exercise of its powers and duties.

(c) To buy or lease both real and personal property for use by the Condominium, and to pledge, mortgage, encumber and sell or otherwise dispose of any property so acquired.

(d) To maintain, repair, replace and operate the Area of Common Responsibility and property acquired or leased by the Association for use by Unit Owners.

(e) To purchase insurance upon the Area of Common Responsibility and insurance for the protection of the Association and its Members as Unit Owners.

(f) To reconstruct and repair improvements after casualty and to construct additional improvements of the Area of Common Responsibility.

(g) To make and amend reasonable Rules and Regulations respecting the use and appearance of the Area of Common Responsibility, including the Units.

(h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the Area of Common Responsibility.

(i) To operate and manage the Condominium within the purpose and intent of the Declaration and the Act and to contract for the management of the Condominium community. The Association shall, however, retain at all times the powers and duties granted it by the Act and the Association shall not delegate any powers or duties reserved to the Association by the Act.

(j) To contract for the management or operation of portions of the Common Elements and Association-owned property susceptible to separate management or operation, including without limitation the operation of the Parking Garage and maintenance of any surface water management system facilities, and to grant leases of those portions for this purpose, subject to the provisions of the Act.

(k) To employ personnel to perform the services required for proper operation of the Condominium.

(l) To borrow money for appropriate purposes upon approval by a majority of the Members.

(m) To enter into Units for maintenance, emergency or life-safety purposes, which right may be exercised by the Board of Directors, officers, agents, employees, managers and all police officers, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the affected Owner or Occupant. For the purposes of this subparagraph, an emergency justifying immediate entry into Units shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect

infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No Person exercising the rights granted in this subparagraph shall be liable for trespass, damages or in any other manner by virtue of exercising such rights, except as provided in the Act. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that the Association, acting through its Board of Directors, shall have no duty or obligation to enter Units.

(n) To grant and accept permits, licenses, utility easements, leases and other easements.

(o) To represent and act on behalf of the Unit Owners in the event of damage or destruction as a result of casualty loss in accordance with the provisions of the Act and the Declaration.

(p) To represent and act on behalf of the Unit Owners in the event of any loss resulting from condemnation or eminent domain in accordance with the provisions of the Act and/or the Declaration.

(q) To acquire, hold and dispose of tangible and intangible personal property and real property.

**3.3 Condominium Property.** All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

**3.4 Distribution of Income.** The Association shall make no distribution of income to its Members, Directors or officers.

**3.5 Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles and the Bylaws.

## **ARTICLE 4 – MEMBERS**

**4.1 Membership.** The Members of the Association shall consist of all of the record owners of Units in the Condominium.

**4.2 Evidence.** After the transfer or change in the ownership of a Unit, the change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and delivery to the Association of a copy of the recorded instruments. The owner receiving title of the Unit by instrument of transfer will be a Member of the Association and the membership of the prior owner will be terminated. In the case of a Unit which is owned by more than one person, all owners of the Unit shall hold the membership jointly, which membership shall be considered as one membership.

**4.3 Assignment.** The share of a Member 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.

**4.4 Voting.** Each Unit shall have the voting interests allocated to it in the Declaration.

## ARTICLE 5 – DIRECTORS

**5.1 Number and Qualification.** The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors need not be Members of the Association.

**5.2 Duties and Powers.** All of the duties and powers of the Association existing under the Act, 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 is specifically required by law or by the Declaration, these Articles or the Bylaws.

**5.3 Appointment; Removal.** Directors of the Association shall be appointed and removed as provided in the Bylaws.

**5.4 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 qualified, or until removed, are as follows:

Peter Therrell	2100 Powers Ferry Road Suite 200 Atlanta, Georgia 30339
Julie George	2100 Powers Ferry Road Suite 200 Atlanta, Georgia 30339
Ben Engel	2100 Powers Ferry Road Suite 200 Atlanta, Georgia 30339
Ken Stoltenberg	1810 West Kennedy Blvd. Suite 232 Tampa, Florida 33606
Franciscus Bombeeck	1810 West Kennedy Blvd. Suite 232 Tampa, Florida 33606

## ARTICLE 6 – OFFICERS

The officers of the Association and their qualifications and duties shall be as described in the Bylaws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Peter Therrell 2100 Powers Ferry Road Suite 200 Atlanta, Georgia 30339
Vice President:	Julie George 2100 Powers Ferry Road Suite 200 Atlanta, Georgia 30339

Treasurer: Ben Engel  
2100 Powers Ferry Road  
Suite 200  
Atlanta, Georgia 30339

Secretary: Jenny Franks  
2100 Powers Ferry Road  
Suite 200  
Atlanta, Georgia 30339

#### **ARTICLE 7 – INDEMNIFICATION**

Every Director and officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which such person may be a party, or in which such person may become involved by reason of that person being or having been a Director or officer of the Association, or by reason of that person serving or having served the Association at its request, whether or not that person is a Director or officer or is serving at the time the expenses are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which that person may be entitled. The Association shall have the right, as a Common Expense, to purchase the necessary insurance in order to provide coverage for the indemnification set forth above.

#### **ARTICLE 8 – BYLAWS**

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

#### **ARTICLE 9 – AMENDMENTS**

These Articles of Incorporation may only be amended with the unanimous consent of the Directors, but without the need for the joinder or consent of any other party. A copy of each amendment shall be filed with, accepted and certified by the Secretary of the State of Florida and be recorded in the public records of the County.

#### **ARTICLE 10 – TERM**

The term of the Association shall be perpetual.

#### **ARTICLE 11 – PRINCIPAL OFFICE**

The Association shall initially have a principal place of business and office at 2100 Powers Ferry Road, Suite 200, Atlanta, GA 30339.

#### **ARTICLE 12 – SUBSCRIBER**

The name and address of the Subscriber to these Articles are as follows:

Ken Stoltenberg

1810 West Kennedy Blvd., Suite 232  
Tampa, Florida 33606

#### **ARTICLE 13 – EFFECTIVE DATE**

This Association shall be effective from the date of filing of these Articles with the Secretary of State.

**IN WITNESS WHEREOF**, the undersigned subscriber has executed these Articles of Incorporation this 7<sup>th</sup> day of November, 2018.

  
Ken Stoltenberg, Subscriber

#### **CERTIFICATE OF DESIGNATION OF REGISTERED AGENT AND REGISTERED OFFICE**

Pursuant to the Provisions of Sections 607.0501 and 617.0501 of the Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement designating its registered office/registered agent, in the State of Florida.

The name of the corporation is Channel Club Condominium Association, Inc. The name and address of the registered agent and office are:

Ken Stoltenberg

1810 West Kennedy Blvd., Suite 232  
Tampa, Florida 33606

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in such 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.

  
Ken Stoltenberg, Registered Agent

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Ken Stoltenberg, known to me to be the person described herein or having produced a Florida driver's license as identification that he is the person described herein and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

Executed and sealed by me at Tampa, Florida on this 7<sup>th</sup> day of November, 2018.

Betty A. Borrer  
NOTARY PUBLIC, State of Florida  
Print Name: Betty A. Borrer  
Commission No.: GG 147456



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