

12 00000 13165

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

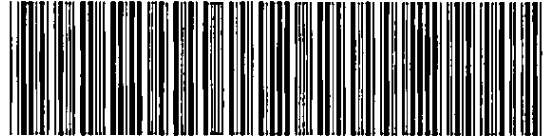
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



800355443058

10/23/20--01021--020 \*\*87.50

FILED  
2020 OCT 23 AM 10:00  
FILING OFFICE  
10000000000000000000

AL 11-25

## COVER LETTER

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

**SUBJECT:** TOLEDO BLADE CENTER PROPERTY OWNERS 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: W. Kevin Russell, P.A.  
Name (Printed or typed)

14295 S. Tamiami Trail  
Address

North Fort, FL 34287  
City, State & Zip

941-429-1871  
Daytime Telephone number

nick\_tavernese@hotmail.com  
E-mail address: (to be used for future annual report notification)

FILED  
2020 OCT 23 AM 10:00  
TALLAHASSEE, FL  
CLERK OF COURT

**NOTE: Please provide the original and one copy of the articles.**

2020 OCT 23 AM 10:00

FILED

**ARTICLES OF INCORPORATION OF:  
TOLEDO BLADE CENTER PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned, being the sole member and the Incorporator of TOLEDO BLADE CENTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereby states the Articles of Incorporation as follows:

**PREAMBLE:**

Tavorb, LLC, a Florida Limited Liability Company, hereinafter referred to as "Declarant" owns certain property in Sarasota County, Florida (Parcel ID #: 1007256327). Declarant intends to record a Declaration for Toledo Blade Center (the "Declaration") which will affect the property. This Association is being formed to administer the Declaration and to perform, among other things, the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Sarasota County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the Declaration shall apply to these Articles, and to the Bylaws of the Association. Until such time as the Declaration is so recorded, the incorporator shall be the member of the Association.

**ARTICLE I – NAME AND ADDRESS**

The name of the corporation is: TOLEDO BLADE CENTER PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"). The initial address of the principal office of the Association is 14295 S. Tamiami Trail, North Port, Florida 34287.

**ARTICLE II – PURPOSE**

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the Declaration, as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the

jurisdiction of, or assigning responsibilities, rights or duties to the Association, and accepted by the Board.

4. To promote the health, safety, welfare, comfort, and social and economic welfare of the Property Owners of Toledo Blade Center, as authorized by the Declaration, by these Articles, and by the Bylaws.

5. To maintain and administer Toledo Blade Center common property in conformity with and as successor to the Declarant, and to succeed to the Declarant's maintenance obligations under development permits and resolutions as promulgated and issued by government authorities including but not limited to the City of North Port and the Southwest Florida Water Management District.

### ARTICLE III – POWERS

The Association shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles.

2. All of the powers, express or implied, granted to the Association by the Declaration or which are reasonably necessary for the Association to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration.

3. To make, establish and enforce rules and regulations governing the use and maintenance of the Subject Property.

4. To make and collect Assessments against the Owners to defray the costs expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

5. To own, purchase, sell mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

6. To purchase insurance for the protection of the Association, its officers, directors, the Owners, and such other parties as the Association may determine to be in the best interests of the Association.

7. To operate, maintain, repair, and improve all Common Areas under the Declaration, and such other portions of the Subject Property as may be determined by the

2021 OCT 23 AM 10:00  
FILED

Board from time to time and to assess and collect owner assessment for operation and maintenance of the stormwater management system and other common elements. If wetland mitigation monitoring is required by any environmental resource permit, it will be the Association's responsibility to complete the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring.

8. To enforce the Declaration and all rights of the Declarant to which it succeeds under the Declaration.

9. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the Owners of the Subject Property as the Board in its discretion determines necessary or appropriate.

10. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties including but not limited to the surface water management system facilities.

11. To operate and maintain the surface water management system facilities for the Subject Property as permitted by the Southwest Florida Water Management District, including all lakes, ponds, retention areas, ditches, swales, culverts, and related appurtenances.

12. To sue and be sued.

#### ARTICLE IV – MEMBERS

##### 1. MEMBERS.

1.01 Owners. Each Owner shall be a member of the Association. Such membership shall be initially established upon the recording of these Articles and the Declaration among the public records of the county in which the Subject Property is located.

1.02 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless fee simple interest in Property subject to the Declaration is owned by such governmental authority or utility company ('Property' does not include and is exclusive of dedicated right of way or appurtenant storm water control

2020 OCT 23 AM 10:00  
FILED

elements or other infrastructure), in which event the governmental authority or utility company will be a member only with respect to such owned Property.

1.03 Declarant. Declarant and each Property owner shall be a member of the Association so long as they own any Property.

2. Transfer of Membership. In the case of an Owner, transfer of membership in the Association shall be established by the recording in the Public Records of the county in which the Subject Property is located, of a deed or other instrument establishing a transfer of record title to any Property for which membership has already been established as hereinabove provided, the Owner designated by such instrument of conveyance thereby becoming a member, and the prior Owner's membership thereby being terminated. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a true copy of the deed or other instrument establishing the transfer of ownership of the Property, and it shall be the responsibility and obligation of the former and new Owner of the Property to provide such true copy of said instrument to the Association.

3. The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Property associated with the membership of the Owner, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such Property.

4. Owners' Voting Rights. The total number of Owners' votes shall be equal to the total number of Units within the Subject Property from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each Unit.

4.02 Each Owner shall have the number of votes equal to the number of Units. Units are defined as Square Feet of realty in Owned Property as a percentage of Total Property under the Declaration at the time of such vote.

4.03 Notwithstanding the foregoing, Declarant shall have two votes for each Unit of subject Property owned by Declarant.

5. The Bylaws shall provide for an annual meeting of the members of the Association and may make provision for special meetings of the members.

2020 OCT 23 AM 10:00  
FILED

## ARTICLE V – DIRECTORS

1. The affairs of the Association shall be managed by a Board consisting of not less than three (3) directors, which shall always be an odd number. The number of directors shall be determined in accordance with the Bylaws, and may be changed from time to time, by Declarant by written notice to the Board. In the absence of such determination, there shall be three (3) directors so long as Declarant has the right to appoint any director.

2. The directors of Association shall be elected by the Owners, except that Declarant and the Parcel Developers shall have the right to appoint the directors of the Association as follows:

2.01 Declarant shall have the right to appoint a director(s) of the Association so long as Declarant owns any Property which is planned or contains a Unit.

2.02 Thereafter, all other directors shall be "at large" shall be elected by the Owners.

3. All of the duties and powers of the Association existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Owners only when specifically required.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws, however, any director appointed by Declarant may only be removed by Declarant so long as Declarant has the right to appoint the director, and any vacancy on the Board shall be appointed by Declarant if, at the time such vacancy is to be filled, the number of remaining directors appointed by Declarant is less than the maximum number of directors which may, at that time, be appointed by Declarant as set forth above.

5. The names and addresses of the directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

Nicola Tavernese

Address: 16655 Yonge Street, Suite #200  
Newmarket, Ontario, Canada L3X 1V6

Giuseppe Tavernese

Address: 16655 Yonge Street, Suite #200

2020 OCT 23 AM 10:00  
FILED

Newmarket, Ontario, Canada L3X 1V6

Cosimo Tavernese

Address: 16655 Yonge Street, Suite #200  
Newmarket, Ontario, Canada L3X 1V6

## ARTICLE VI – OFFICERS

1. 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 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 proceeding 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, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless 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 the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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, in and 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, that he had not reasonable cause to believe that his conduct was unlawful.

2. 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 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 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 has met the applicable standard of conduct set forth in paragraph 1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by a majority vote of the Owners.

4. 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 the specific case upon receipt of an undertaking by or on behalf of the 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.

5. 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 laws of the State of Florida, any Bylaw, agreement, vote of Owners or otherwise; and as to action taken in an official capacity while holding office, 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, executors and administrators of such a Person.

6. 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, as 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.

#### ARTICLE VII – BYLAWS

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

#### ARTICLE VIII – AMENDMENTS

2020 OCT 23 AM 10:01  
FILED

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

1. A majority of the Board shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the Owners, which may be the annual or a special meeting.
2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Owner entitled to vote thereon within the time and in the manner provided in the Bylaws for giving of notice of a meeting of the Owners. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
3. At such meeting, a vote of the Owners entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the Association voting rights of the membership.
4. Any number of amendments may be submitted to the Owners and voted upon by them at any one meeting.
5. In addition to the above, so long as Declarant owns any portion of the Subject Property, Declarant shall have the right to unilaterally amend the Articles and/or Bylaws without the joinder or approval of any of the Association's director(s) or any Owner(s). No amendment to these Articles or Bylaws may be made without the written consent of Declarant during the period of Declarant's ownership of any portion of the Subject Property. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.
6. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Subject Property is located.
7. Any proposed amendment to the Association's documents affecting the stormwater management system (including environmental conservation areas and the water management portions of the common areas) must be submitted to the Southwest

2020 OCT 23 AM 10:01  
FILED

Florida Water Management Agency for a determination of whether the amendment necessitates a modification of the environmental resource permit. If a modification is necessary, the Agency will so advise the permittee. The amendment affecting the stormwater management system may not be finalized until any necessary permit modification is approved by the Agency or the Association is advised that a modification is not necessary.

#### **ARTICLE IX- TERM**

The Association shall have perpetual existence.

#### **ARTICLE X – INCORPORATOR**

The name and street address of the incorporator is: Tavorb, LLC, 16655 Yonge St. Suite #200, Newmarket, Ontario, Canada L3X1V6.

#### **ARTICLE XI – INITIAL REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT**

The initial registered office of the Association shall be at 14295 S. Tamiami Trail North Port, FL 34287. The initial registered agent of the Association at the address is Kevin Russell, Esq.


#### **ARTICLE XII – DISSOLUTION**

The Association may be dissolved as provided by law, provided that any such dissolution shall require the affirmative vote of the majority of total Association voting rights and shall also require the consent of the Southwest Florida Water Management District, or any successor governmental authorities. In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Owner vested under the Declaration unless made in accordance with the provisions of

such Declaration. Should the Association dissolve, the operational documents shall provide that the stormwater management system shall be transferred to and maintained by who has the powers listed to maintain and enforce the permit conditions, and the covenants and restrictions related to the stormwater management system, and the ability to accept responsibility for the operation and routine custodial maintenance of the stormwater management system.

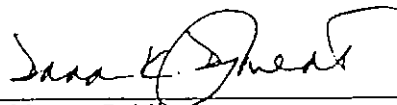
IN WITNESS WHEREOF; the undersigned, being the sole member and the incorporator, has executed these Articles. By executing these Articles, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.

Tavorb, LLC

  
By: Tav-Flo Investments Inc.  
Nicola Tavernese, Dir.-Authorized Agent

~~STATE OF FLORIDA~~ *Province of Ontario*  
~~COUNTY OF SARASOTA~~ *Regional Municipality of York* *→*

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of  
October, 2020, by Nicola Tavernese for Tavorb, LLC and Tav-Flo Investments Inc. who  
is personally known to me or who has produced Ontario Driver's Licence as  
identification.

  
Notary Public

My Commission Expires: *no expiry*

DANA KATHLEEN DYMENT  
Notary Public  
in and for  
the Province of Ontario

DANA DYMENT  
Barrister and Solicitor  
17665 Leslie Street, Unit 45  
Newmarket, Ontario L3Y 3E3

FILED  
2020 OCT 23 AM 10:01  
CLERK OF COURT  
JUDICIAL CIRCUIT  
SARASOTA COUNTY  
FLORIDA

**CERTIFICATE DESIGNATING A REGISTERED AGENT AND  
REGISTERED OFFICE FOR THE SERVICE OF PROCESS**


In compliance with Florida Statutes, the following is submitted:

**TOLEDO BLADE CENTER PROPERTY OWNERS ASSOCIATION, INC.,**

desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at 14295 S. Tamiami Trail, North Port, FL 34287, has designated W. Kevin Russell, Esq. whose street address is 14295 S. Tamiami Trail, North Port, Florida, 34287 as its agent to accept service of process within this state.

**ACCEPTANCE**

Having been designated as agent to accept service of process for the above-named corporation, at the place stated in this certificate, I hereby agree to act in this capacity and to comply with the provision of said law relative to same.

  
W. Kevin Russell, Esq.

FILED  
2020 OCT 23 AM 10:01  
CLERK OF CIRCUIT COURT  
IN AND FOR THE COUNTY OF S. FLA.