

Florida Department of State

Help

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

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a Condominium Association not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

**ARTICLE I. NAME; DEFINITIONS**

The name of the Condominium Association shall be Residence Club Condominium Association, Inc. ("Condominium Association"). All capitalized terms contained in this instrument shall have the same defined meaning as contained in the Declaration of Condominium for Residence Club, A Condominium ("Declaration"), unless otherwise provided to the contrary.

**ARTICLE II. PURPOSE AND POWERS**

Section 1. Purpose. The purpose for which the Condominium Association is organized is to provide an entity for the operation and governance of Residence Club, A Condominium (the "Condominium"), located upon lands in Monroe County, Florida, said property being described in the recorded Declaration.

The Condominium Association shall not be operated for profit and shall make no distribution of income to its members, directors or officers.

Section 2. Powers. The Condominium 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 these Articles.

The Condominium Association shall have all of the powers and duties contemplated in the Declaration and the Act together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the By-Laws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to make such other Special Assessments against Unit Owners as the Declaration shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration.

(b) To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration.

(c) To maintain, repair, replace and operate the Condominium Property.

(d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

(e) To reconstruct improvements after casualty and further improve the Condominium Property.

(f) To make and amend reasonable Rules and Regulations.

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(g) To perform such functions as may be specified in the Declaration and the By-Laws.

(h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws of the Condominium Association and the Rules and Regulations.

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

(j) To lease, maintain, repair and replace the Common Elements as same are defined in the Declaration.

(k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.

(l) To purchase a Unit or Units of the Condominium for any purpose and to hold, lease, mortgage or convey such Units on terms and conditions approved by the Board.

(m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

(n) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Condominium Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and the replacement of the Common Elements with funds as shall be made available by the Condominium Association for such purposes. The Condominium Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Condominium Association.

(o) To bring suit as may be necessary to protect the Association's interests, the interests of the Association's Members, or the Condominium Property, and to be sued.

### **ARTICLE III. DEVELOPER**

RESIDENCES ORC LLC, a Florida limited liability company, shall make and declare a certain Declaration of Condominium submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is known as Residence Club, a Condominium.

### **ARTICLE IV. TERM**

The term for which this Condominium Association shall exist shall be perpetual.

### **ARTICLE V. INCORPORATOR**

The name and address of the incorporator of this Condominium Association is as follows:

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Jourdan R. Haynes  
Carlton Fields, P.A.  
4221 W. Boy Scout Blvd., Suite 1000  
Tampa, Florida 33607

#### **ARTICLE VI. OFFICERS**

The officers of the Condominium Association shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board may from time to time determine. The officers of this Condominium Association shall be elected for a term of 1 year (unless otherwise provided in the By-Laws), and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws.

The names of the persons who shall serve as the first officers are:

John E.D. Grunow III - President  
John E.D. Grunow Jr. - Vice-President  
Jeff Meuter - Secretary/Treasurer

#### **ARTICLE VII. DIRECTORS**

The affairs of the Condominium Association shall be managed by a Board composed of not less than 3 directors. Until control of the Condominium Association is transferred to unit owners other than the Developer, the Developer shall be entitled to designate non-member directors to the extent permitted by the Act. The first Board shall be comprised of 3 persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board who shall serve as the first directors are:

John E.D. Grunow III                      24 Dockside Lane #459  
Key Largo, FL 33037

John E.D. Grunow Jr.                      24 Dockside Lane #459  
Key Largo, FL 33037

Jeff Meuter                                  2875 Paces Ferry Road, Suite 105  
Atlanta, GA 30339

Elections of the directors subsequent to the initial Board shall occur in accordance with the By-Laws and the requirements and provisions of the Act.

Transfer of control shall occur in accordance with the requirements of Section 718.301(1), of the Act, which reads as follows:

(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 years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

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(c) When all the units that will be operated ultimately by the association 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 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or

(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104 (4)(e) 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, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104 (4)(e) 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 s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104 (4)(e) 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 of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 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 purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Additionally, Developer, in its sole discretion, may elect to transfer control at an earlier time.

#### **ARTICLE VIII. BY-LAWS**

The initial By-Laws shall be attached as an exhibit to the Declaration and shall be adopted by the first Board.

#### **ARTICLE IX. MEMBERS**

Membership in the Condominium Association shall automatically consist of and be limited to all of the record owners of units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Condominium Association and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but the owner(s) of each Unit shall only be entitled to one vote as a member of the Condominium Association. The manner of designating voting members and exercising voting rights shall be determined by the By-Laws.

#### **ARTICLE X. AMENDMENTS**

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) Prior to transfer of control pursuant to Section 718.301 of the Act, the Board shall be entitled to consider amendments to these Articles of Incorporation and shall approve any such amendments upon not less than a majority vote of the directors.

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(b) Subsequent to transfer of control pursuant to Section 718.301 of the Act, amendments to these Articles of Incorporation shall be made in the following manner:

(i) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(ii) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of record entitled to vote thereon within the time and in the manner provided by Florida Statutes for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(iii) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of (1) a majority of the total eligible voting interests, and (2) the Developer.

(iv) Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

Notwithstanding the foregoing, (a) no amendment to the Articles of Incorporation shall be valid which affects any of the rights and privileges provided to Developer under the Governing Documents without the written consent of Developer as long as Developer shall own any Units in the Condominium, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System located on the Property shall be effective without the prior written approval of the South Florida Water Management District.

#### **ARTICLE XI. PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the Condominium Association shall 24 Dockside Lane #459, Key Largo, FL 33037, or at such other place or places as may be designated from time to time.

#### **ARTICLE XII. REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the Condominium Association and the name of the initial registered agent at that address are:

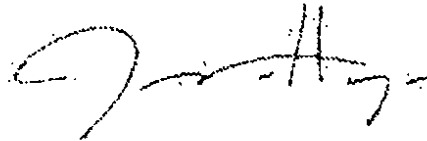
CF Registered Agent, Inc.  
100 S. Ashley Drive, Suite 400  
Tampa, Florida 33602

#### **ARTICLE XIII. INDEMNIFICATION**

The Condominium Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Condominium Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 13<sup>th</sup> day of January, 2021.



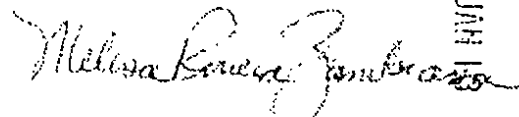
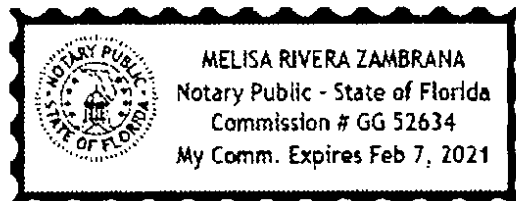
Jourdan R. Haynes, Incorporator

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization this 13<sup>th</sup> day of January, 2021, by Jourdan R. Haynes, being known to me to be the person who executed the foregoing Articles of Incorporation of Residence Club Condominium Association, Inc. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)



(Signature)

Name: Melisa Rivera Zambrana

(Legibly Printed)

Notary Public, State of Florida

GG 52634

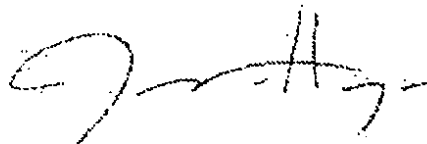
(Commission Number, if any)

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**ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT**

The undersigned, having been named as registered agent and to accept service of process for Residence Club Condominium Association, Inc., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of her duties and is familiar with and accepts the obligations of her position as registered agent.

CF Registered Agent, Inc.



By: Jourdan R. Haynes