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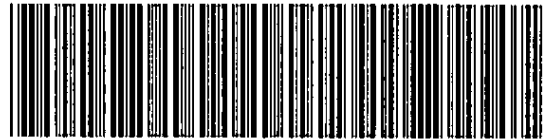
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April 16, 2021

Florida Department of State
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe St., Suite 810
Tallahassee, FL 32303

Re: Dunedin Honeymoon Townhomes Condominium Association, Inc.

To Whom It May Concern:

Enclosed herewith please find:

1. The original Articles of Incorporation of Dunedin Honeymoon Townhomes Condominium Association, Inc. for filing with your office.
2. A copy of said Articles for your use in providing a certified copy of same.
3. Our firm check made payable to Florida Department of State in the sum of \$88.50 to cover the costs of the filing fee, a certified copy of the Articles of Incorporation (9 pgs.) and a Certificate of Status.

Please contact me if you have any questions concerning the foregoing.

Regards,

TERRA LAW FIRM, P.A.

A handwritten signature in black ink, appearing to read "David M. Felice", is written over the printed name.

David M. Felice, Esq.
dfelice@terralawfirm.com

DMF/lk
Enc.

ARTICLES OF INCORPORATION OF

DUNEDIN HONEYMOON TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the state of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation is **DUNEDIN HONEYMOON TOWNHOMES CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation shall be referred to as the "Articles", and the Bylaws of the Association shall be referred to as the "Bylaws".

ARTICLE 2

PRINCIPAL & MAILING ADDRESS

The principal office and address of the corporation shall be 2054 Central Ave., St. Petersburg, FL 33712. The mailing address of the corporation shall be PO Box 10153, Tampa, FL 33679.

ARTICLE 3

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, as it exists on the date hereof (the "Act") for the operation of that certain condominium located Pinellas County, Florida, and known as DUNEDIN HONEYMOON TOWNHOMES, a Condominium (the "Condominium"). The Association shall automatically assume all rights, powers and duties provided for herein and in the Act, the Bylaws and the applicable Declaration of Condominium (the "Declaration"), upon recordation of the Declaration in the Public Records of Pinellas County, Florida, naming the Association as the association responsible for the operation of the Condominium.

ARTICLE 4

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires. In construing these Articles, the use of any gender shall include every other gender.

ARTICLE 5

POWERS

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

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the state of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.

5.2 Enumeration. The Association shall have the powers and duties set forth in the Act, subject to the limitations and reservations set forth in the Declaration, these Articles and the Bylaws, and shall have all the powers, privileges and duties reasonably necessary to operate a Condominium pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property leased to or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove of the leasing, transfer, ownership and possession of Units as may be provided in the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer set forth in the Declaration and/or Bylaws.
- (h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing functions such as the submission of proposals, collection of Assessments, preparation of budgets and records, enforcement of rules and maintenance, repair and replacement of the Common Elements

with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (i) The power to acquire title to property upon the vote of 75% of all voting interests of the Units (for the Purchase of Units at a foreclosure sale no Unit owner Approval is required), to make and collect Assessments and other charges against Unit Owners and to otherwise hold, regulate, administer, convey, lease, maintain, repair, replace and mortgage the Association Property, including the right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- (j) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.

5.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not for profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act.

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act, provided that in the event of a conflict, the provisions of the Act shall control over the Declaration and Bylaws.

ARTICLE 6

MEMBERSHIP

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

6.2 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 the share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided

by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7

DURATION

The duration of the Association shall be perpetual.

ARTICLE 8

INCORPORATOR

The name and address of the Incorporator of this Corporation is:

| NAME | ADDRESS |
|-------------|-------------------------------|
| Jeff Craft | PO Box 10153, Tampa, FL 33679 |

ARTICLE 9

DIRECTORS

9.1 Number. The property, business and affairs of Association shall be managed by a board consisting of the number of directors determined in the manner provided in the Bylaws, but which shall consist of not less than three (3) directors, and which shall always be an odd number. During Developer control, Directors need not be unit Owners; provided, however, upon turnover, each Director, other than any Developer appointed or elected Director, shall be a Unit Owner.

9.2 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 of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 Election; Term; Removal. The election of Directors shall be held at the annual meeting of the members. Directors shall be elected in the manner, for the term, and subject to the qualifications, set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

9.4 Initial Directors. The names and addresses of the members of the initial Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|---------------------|--------------------------------------|
| <u>Jeff Craft</u> | <u>PO Box 10153, Tampa, FL 33679</u> |
| <u>Brett Martin</u> | <u>PO Box 10153, Tampa, FL 33679</u> |
| <u>Mike Lenhart</u> | <u>PO Box 10153, Tampa, FL 33679</u> |

ARTICLE 10

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <u>POSITION</u> | <u>NAME</u> | <u>ADDRESS</u> |
|-----------------------------|---------------------|--------------------------------------|
| President: | <u>Jeff Craft</u> | <u>PO Box 10153, Tampa, FL 33679</u> |
| Vice President: | <u>Brett Martin</u> | <u>PO Box 10153, Tampa, FL 33679</u> |
| Secretary/Treasurer: | <u>Mike Lenhart</u> | <u>PO Box 10153, Tampa, FL 33679</u> |

ARTICLE 11

INDEMNIFICATION

11.1 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 attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he acted with fraudulent or criminal intent and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action suit or proceeding by judgment, order settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself create a presumption that the proposed indemnitee acted fraudulently and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.2 Expenses. A director, officer, employee or an agent of the Association shall be indemnified and promptly defended in any action, suit or proceeding referred to in Section 11.1, above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith in defense of any claim referred to in Section 11.1 herein. Assessments may be made by the Association to cover any expenses or other amounts to be paid by the Association in common with the indemnification provided herein.

11.3 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 and through all available appeals.

11.4 Miscellaneous. The indemnification provided in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members, 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.

In no event shall any party entitled to indemnity herein be deemed to have acted fraudulently with respect to the Association if the indemnified party acted based on advice of legal counsel or other professional advisor or in a manner consistent with reasonable business judgement.

11.5 Insurance. 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, 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 this Article.

11.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 11 may not be amended without the prior written consent of all persons whose interests would be adversely affected by such amendment.

ARTICLE 12

BYLAWS

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

ARTICLE 13
AMENDMENTS

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

13.1 Notice. Notice of a proposed amendment shall be included in the notice any meeting at which a proposed amendment is considered. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 5.3, 5.4 or 5.5 of Article 5, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way effect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 13.3 shall be effective.

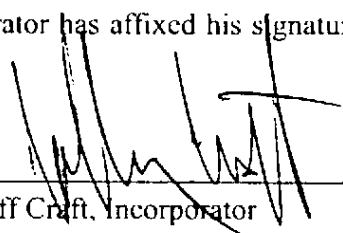
13.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles in a manner consistent with the provisions of the Declaration, allowing certain amendments to be effected by the Developer alone.

13.5 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 Pinellas County, Florida.

ARTICLE 14
INITIAL REGISTERED AGENT AND OFFICE

The initial registered office of this corporation shall be at 2054 Central Avenue, St. Petersburg, FL 33712, with the privilege of having its office and branch office at other places within or without the state of Florida. The initial registered agent at that address shall be Jeff Craft.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.



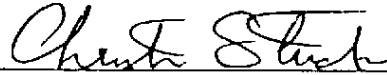
Jeff Craft, Incorporator

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12th day of April, 2021, by Jeff Craft, who ☐ is personally known to me, or ☒ has produced a FL Driver License as identification, and who did not take an oath.

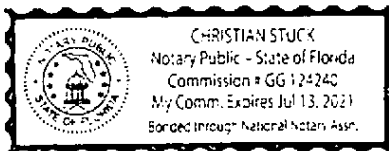
Notary Seal

Notary Public



Printed: Christian Stuck

My Commission Expires: 7-13-2021



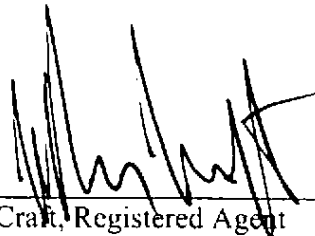
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in Pinellas County, Florida, the corporation named in the said Articles has named Jeff Craft, whose address is 2054 Central Avenue, St. Petersburg, FL 33712, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 12 day of April, 2021.



Jeff Craft, Registered Agent

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