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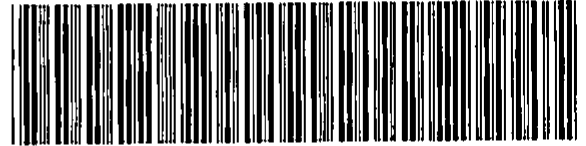
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TALLAHASSEE, FL



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 3, 2021

CAPITAL CONNECTION

SUBJECT: CORTEZ/34TH STREET COMMERCIAL LAND CONDOMINIUM
OWNERS' ASSOCIATION, INC
Ref. Number: W21000120405

We have received your document for CORTEZ/34TH STREET COMMERCIAL LAND CONDOMINIUM OWNERS' ASSOCIATION, INC and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please list the complete principal office address.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Neysa Culligan
Regulatory Specialist III

Letter Number: 321A00021354

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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2021 SEP -7 AM 9:29

**ARTICLES OF INCORPORATION FOR
CORTEZ/34TH STREET COMMERCIAL LAND CONDOMINIUM OWNERS' ASSOCIATION, INC.**

SECRETARY OF STATE
TALLAHASSEE, FL

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 I. NAME

The name of the corporation shall CORTEZ/34TH STREET COMMERCIAL LAND CONDOMINIUM OWNERS' 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 II. PRINCIPAL ADDRESS

The office of the Association shall be at initially 1001 3rd Avenue West, Suite 600, Bradenton, FL 34205 or at such location, as amended by the Board of Directors (the "Board").

ARTICLE III. 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 commercial land condominium located in Manatee County, Florida, and known as Cortez/34th Street Commercial Land Condominium, a Commercial 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 Manatee County, Florida, naming the Association as the association being responsible for the operation of the Condominium.

ARTICLE IV. DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE V. 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 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 all of the powers and duties set forth in the Act, except as limited by these Articles, the Bylaws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the 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 perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, and to exercise such authority as may reasonably be necessary to effectuate its objectives under the Declaration, as the same may be amended from time to time as therein provided.

(b) To assess, levy, collect and enforce payment, by any lawful means, assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association) and to use the proceeds thereof in the exercise of its powers and duties. The Directors shall use the proceeds of Assessments in the exercise of the Association's powers and duties.

(c) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(d) To hold, convey, lease and mortgage Condominium Property for the benefit of the Owners.

(e) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.

(f) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Owners.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles and the Bylaws.

(h) To contract for the management and maintenance of the Common Elements, including without limitation, the Surface Water Management System Facilities 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 such functions as the submission of proposals, collections of Assessments, preparation of 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. Provided, however, any management agreement entered into with an agent who is an affiliate of the Developer shall be fair and reasonable and shall contain terms and prices similar to those found in management agreements with third party vendors. 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) To employ personnel to perform the services required for the proper operation of the Condominium.

(j) To operate and maintain the improvements, facilities and systems utilized in connection with the storm and surface water collection, retention, detention, drainage and disposal services for the Condominium including all inlets, ditches, swales, culverts, water control structures, retention and detention areas (the "Surface Water Management System Facilities").

(k) To establish rules and regulations. Developer shall have the right to review and approve any rules and regulations proposed by the Association.

(l) To sue and be sued.

(m) Take any other action necessary for the purposes for which the Association is organized.

(n) Emergency Powers. In addition to all applicable emergency powers conferred by law and these Condominium Documents the Board shall have the following powers if a state of emergency has been declared for the locale in which the condominium is located regarding any infectious disease outbreak, pandemic, biological or chemical contamination, or similar public health risks:

i. To close the condominium property to guests and invitees, including contractors, excepting such essential contractors as the Board may determine appropriate.

ii. To close all non-essential facilities on the Condominium Property including recreational and social facilities.

iii. To restrict or ban entry onto the Condominium by guests if deemed necessary by the Board.

iv. To implement required procedures the Board may deem appropriate for use of the Condominium Property including the use of gloves, masks and other protective equipment.

v. To ban in-person attendance at Board and/or Membership meetings and to instead require Members to use telephonic or other remote means of communication, such as video conferencing, to attend and/or participate in such meetings, including the casting of votes for any matters which requires Membership approval.

(o) The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the Association may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special assessments, income or rights.

5.3 Association 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. Except to members as provided in the Condominium Act, the Association shall make no distribution to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes; provided that in the event of dissolution, the control and right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate agency of local government, and if it is not accepted, then it shall be conveyed to a non-profit corporation similar to the Association.

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, Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those hereof and of the Declaration and Bylaws to the extent that the Act is more restrictive.

ARTICLE VI. MEMBERS

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units ("Owners") in the Condominium from time to time, and after termination of the Condominium, shall also consist of those persons who were members at the time of such termination, together with their successors and assigns.

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 that share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, each Owner shall have voting rights, which votes shall be determined as to number of votes and exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning two (2) or more Units shall be entitled to voting rights for each Unit owned. Due to the number of Units in the Association, all matters coming before the Membership for a vote require the unanimous consent of the entire membership.

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

ARTICLE VII. TERM OF EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the Association property containing the Surface Water Management System Facilities shall be conveyed to an appropriate governmental entity or public utility and if not accepted, the Surface Water Management System Facilities will be conveyed to a non-profit corporation similar to the Association.

ARTICLE VIII. INCORPORATOR

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

NAME

ADDRESS

William C. Robinson, Jr.

802 11th Street West
Bradenton, Florida 34205

ARTICLE IX. 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 the filling of 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:

President

Ron Allen

Vice President

John McKay

Secretary/Treasurer

Jason Bartz

ARTICLE X. DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of three (3) directors who need not be members of the Association.

10.2 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 Owners when such approval is specifically required.

10.3 Election; Removal. Directors of the Association shall be appointed in the manner set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

10.4 Term of Initial Directors. The members of the first Board of Directors shall hold office for the periods described in the Bylaws.

10.5 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 taken office, are as

follows:

NAME	ADDRESS
Ron Allen	802 11 th Street West Bradenton, Florida 34205
John McKay	802 11 th Street West Bradenton, Florida 34205
Jason Bartz	802 11 th Street West Bradenton, Florida 34205

ARTICLE XI. INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any person who was or is a party of 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 or she 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 or her 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 or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her 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 a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he or she reasonably believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

11.2 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 11.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fee) actually and reasonably incurred by him or her in connection therewith.

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 actions,

suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 11.

11.4 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 any 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.

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 or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her 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 interest would be adversely affected by such amendment.

ARTICLE XII. BYLAWS

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

ARTICLE XIII. 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 of any meeting at which the proposed amendment is to be considered. Such notice shall contain the proposed amendment or a summary of the changes to be effected thereby.

13.2 Adoption. Subject to Section 13.1, a resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by any Owner. A resolution for the adoption of a proposed amendment may be adopted by four-fifths (4/5ths) of the entire membership of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of four-fifths of the entire membership. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Condominium Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

13.3 Automatic Amendment. These Articles shall be deemed amended, if necessary

so as to make the same consistent with the provisions of the Declaration. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 617 and 718, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

13.4 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 Manatee County, Florida. The amendment shall be valid when recorded with identification on the first page of the book and page number of the public records where the Declaration was recorded.

**ARTICLE XIV. INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 802 11th Street West, Bradenton, Florida 34205, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be 802 11th Street West, Bradenton, Florida 34205.

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

Witnesses:

Amanda Baker
Signature

Amanda Baker

Printed Name

Eileen M. Pennington
Signature

Eileen M. Pennington
Printed Name

[Signature]

Name: William C. Robinson, Jr., as Vice President of Blalock Walters, PA

Address: 802 11th Street West, Bradenton, Florida 34205

Date: Sept 5, 2021

STATE OF FLORIDA
COUNTY OF
MANATEE

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this 1st day of Sept, 2021, by William C. Robinson, Jr., the Vice President of Blalock Walters, PA who is ☒ personally known to me or ☐ has produced _____ as identification.

Eileen M. Pennington
NOTARY PUBLIC

Printed

Name:

Eileen M. Pennington

Commission

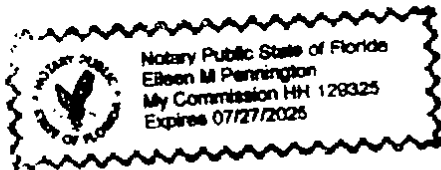
No.

111 129 325

My Commission

expires:

07/27/2025



**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:

Desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, CORTEZ/34TH STREET COMMERCIAL LAND CONDOMINIUM OWNERS' ASSOCIATION, INC., the corporation named in the said articles has named Blalock Walters, PA located at 802 11th Street West, Bradenton, Florida 34205, Bradenton, Florida 34205, 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.



William C. Robinson, Vice President
Blalock Walters, PA

DATED: Sept 11, 2021

2021 SEP -7 AM 9:30
SECRETARY OF STATE
TALLAHASSEE, FL