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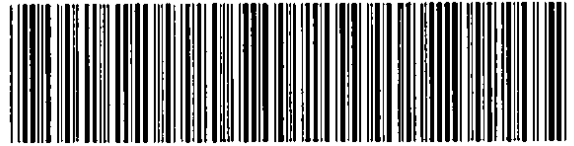
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INC

1. **BELLAPHIA COMMERCIAL LAND CONDOMINIUM ASSOCIATION, INC.**

(CORPORATE NAME AND DOCUMENT #)

2. _____
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CLERK OF STATE
TALLAHASSEE, FL

**ARTICLES OF INCORPORATION
OF
BELLAPHIA COMMERCIAL LAND CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not-for-Profit)**

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not-for-profit, and hereby adopt the following Articles of Incorporation:

**ARTICLE I - NAME AND PRINCIPAL
PLACE OF BUSINESS OF THE CORPORATION**

The name of this corporation, hereinafter called the "Association", shall be BELLAPHIA COMMERCIAL LAND CONDOMINIUM ASSOCIATION, INC. Its principal office and place of business shall be at 6021 Beacon Shores, Tampa, FL 33616. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as the BELLAPHIA COMMERCIAL LAND CONDOMINIUM ASSOCIATION within the meaning of the term "Commercial Association" as defined in the Declaration of Restrictive Covenants for BELLAPHIA COMMERCIAL LAND CONDOMINIUM, Pinellas County, Florida (the "Declaration") recorded in Official Record Book _____, Page _____ of the Public Records of Pinellas County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Declaration, now or hereafter in effect, and all power and duties reasonably necessary to administer, govern and maintain the Common Areas of Bellaphia Commercial Land Condominium pursuant to the Declaration as it may be amended from time to time, including, but not limited to, the following:

(a) To make, collect and enforce assessments against members of the Association for the purpose of defraying the charges and expenses of the condominium and of all other

properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used to pay:

- (1) the cost of operation, maintenance, preservation, enhancement or repair of the Common Areas of Bellaphia Commercial Land Condominium and other costs related thereto, and
 - (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration (all thereof, in the event that the Association undertakes no other activities); to the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the Bellaphia Commercial Land Condominium unit owners to be expended for the aforesaid.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
 - (c) To maintain, repair, replace and operate the Common Areas.
 - (d) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
 - (e) To purchase insurance upon the Common Areas of Bellaphia Commercial Land Condominium and all properties the Association shall hold and insurance for the protection of the Association and its members.
 - (f) To improve the Common Areas property further and, after casualty, to reconstruct improvements which were on the Common Areas.
 - (g) To sue and be sued and enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, and the regulations for the use of the Common Areas.
 - (h) To contract for the management and maintenance of the Common Areas and to authorize a management agent to assist the Association in carrying out its powers and duties in performing such functions as the submission of proposals, collection of assessments, preparation

of records, enforcement of rules and maintenance, repairs and replacement of Common Areas with funds as shall be 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 Declaration documents, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To contract for services to provide for operation and maintenance of the surface water management system facilities.

(j) To purchase, own, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the Common Areas, intended to provide for the use or benefit of the members of the Association.

(k) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(l) To encumber, lease or grant other possessory or use interests or easements in any and all Common Areas or other property which the Association may acquire or control.

(n) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(o) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(p) To employ all personnel and engage such professional services as are reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(q) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not-for-profit, and of an association, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(r) To enact rules and regulations concerning the use and enjoyment of the Common Areas of the Building Unit Owners by the Association not inconsistent with the Declaration.

Section 3. The members of the Board of Directors, the officers of the corporation, and committee members of the Association shall not be liable to any member or any person claiming by or through any member for any act or omission of the director or officer in the performance of his duties unless the director's or officer's act or omission is (1) a breach of a duty of loyalty to the corporation or its members, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law, (3) a transaction from which a director or officer receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office, or (4) an act or omission for which the liability of the director is expressly provided for by a statute. The corporation shall indemnify all such directors and officers from all claims, demands, actions and proceedings and any expenses in connection therewith except if the director or officer has acted in violation of the foregoing. The Board of Directors may purchase (but is not required to purchase) directors and officers liability insurance. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that he or such firm or corporation so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the initial members of this association.

Section 2. Ownership of a Unit in the Bellaphia Commercial Land Condominium shall be a prerequisite to exercising any rights as a member. A Unit may be owned by more than one person or by a corporation, association, partnership or trust.

Section 3. Membership shall not be transferable, except as provided herein or in any Declaration naming this Association as the association thereunder. The membership of any Unit Owner shall terminate upon the transfer of ownership in the Unit, provided the transfer is accomplished in accordance with the provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Unit, subject to a lien thereon for all undischarged assessments or assessment installments. The Association may rely on a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the member of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence. In the event that the Association shall be dissolved, however, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE V - NAMES AND RESIDENCES OF THE SUBSCRIBERS

The names and addresses of the subscribers of these Articles are as follows:

<u>Name</u>	<u>Address</u>
Vincent J. Monticciolo	6021 Beacon Shores, Tampa, Florida 33618

ARTICLE VI - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of three (3) persons.

Section 2. The names of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Term</u>
Vincent J. Monticciolo	Four (4) Years

(*To be named)
(*To be named)

Three (3) Years
Two (2) Years

Section 3. At the expiration of the term of each initial Director, each member of the Association may designate one person to serve on the Board of Directors of the Association at the annual meeting of the Association for a term of two (2) years. A Director shall hold office until his successor has been designated and qualified.

Section 4. Any Director may be removed with or without cause, by the member who designated the Director to serve on the Board.

Section 5. In the event of a vacancy on the Board by reason of death, resignation or otherwise, the designating member is authorized to fill the vacancy until the next annual meeting.

Section 6. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by a majority of the Board upon written notice by telegram, personal delivery or by United States mail to each Director sent at least two (2) days prior to the date of the meeting.

ARTICLE VII - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified or rescinded by the action or approval of the members of the Association. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE VIII - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed to the membership of the Association in writing. A one hundred percent (100%) affirmative vote of the total voting interests of the Association shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the joinder of all record holders of mortgages upon any Unit property or upon property held by the Association. No amendment shall be made that is in conflict with the Declaration governed by this Association.

ARTICLE IX - VOTING

Section 1. At such time as set forth in the Bylaws, each member in good standing shall be entitled to one vote. Any Unit owned by more than one person or by a corporation, partnership, or trust shall be entitled to only one vote, to be cast by a designee of the holder or holders. If the designation is not filed with the Board prior to the commencement of the meeting in which the vote may be exercised, the unit shall not be voted. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owner or owners of the unit.

Section 2. Votes may be cast either in person or by proxy. No power of attorney may be used for purposes of voting. All proxies and voting trust agreements must be in writing and filed with the Secretary before the convening for each meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof.

Section 3. As set forth in the Bylaws, all members of the Association shall be entitled to vote upon matters affecting the Association, its property, and other possessory interests or uses and election of Directors.

Section 4. A membership shall be deemed in "good standing" upon evidence of ownership of a unit and membership shall pass as an appurtenance thereto.

ARTICLE X - ADDITIONAL PROVISIONS

Section 1. No officer, Director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration naming this Association as the association thereunder.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, Directors or officers. The Association may pay compensation in a reasonable amount to its members, Directors or officers for services rendered, may confer benefits upon its members in conformity with its purpose, and upon dissolution or final liquidation may make distributions to its members as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Every member of the Board of Directors of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved, by reason of his being, or having been, a member of the Board of Directors, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, whether or not he is a member of the Board of Directors or officer at the time such expenses are incurred.

ARTICLE XI – IRS EXEMPTION

The business and affairs of this corporation shall always be conducted so that the corporation does not exercise any power or engage directly or indirectly in any activity that would invalidate its status as a corporation which is exempt from federal income taxation under S 501 (c)(4) of Internal Revenue Code of 1986, as amended

ARTICLE XII - SEVERABILITY

Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

ARTICLE XII - AMENDMENT

This corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation. Articles may be amended at any time by a majority vote of the shareholders.

ARTICLE XIII - NONSTOCK BASIS

This corporation shall be a membership corporation. This Association is organized on a nonstock basis. The Association shall not issue shares of stock.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 8TH day of April, 2022.

By: _____

Vincent J. Monticciolo

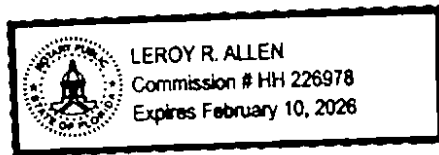
STATE OF FLORIDA
COUNTY OF ~~PINELLAS~~ PASCO

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared Vincent J. Monticciolo, to me known to be the person(s) described as subscribers in, and who executed the foregoing Articles of Incorporation, as his own free act and deed.

WITNESS my hand and official seal at NEW BAY RICHEY, Florida, this 8TH day of April, 2022.

Leroy R. Allen
Notary Public

My commission expires:

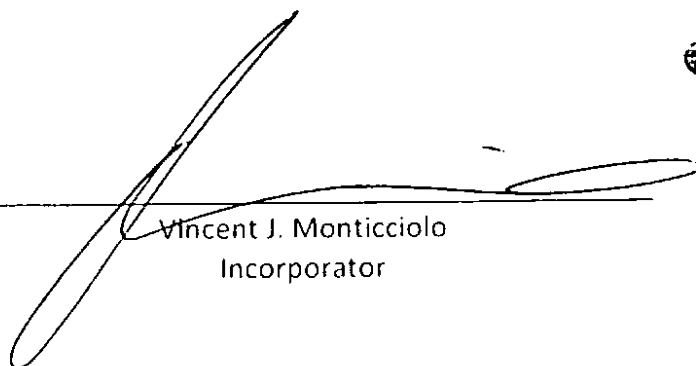


**CERTIFICATE DESIGNATING PLACE AND NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

First, that **BELLAPHIA COMMERCIAL LAND CONDOMINIUM ASSOCIATION, INC.** desiring to organize or qualify under the laws of the State of Florida has named Vincent J. Monticciolo at 6021 Beacon Shores, Tampa, Florida 33616, as its agent to accept service of process with Florida.

Dated: April 8, 2022.

By: 
Vincent J. Monticciolo
Incorporator



CLAY COUNTY, FL

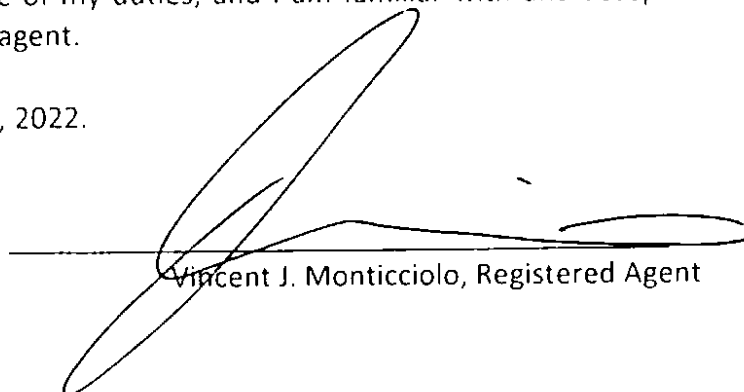
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ACCEPTANCE OF DESIGNATION BY REGISTERED AGENT

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 agree to act in this 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.

Dated: April 8, 2022.


Vincent J. Monticciolo, Registered Agent