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FLORIDA PROFIT/NON PROFIT CORPORATION

6291 Thomas Condominium Association, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	12
Estimated Charge	\$78.75

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No. 0996 P. 2

**ARTICLES OF INCORPORATION
FOR
6291 THOMAS CONDOMINIUM ASSOCIATION, INC.**

Aug 11 11:25

TABLE OF CONTENTS

1.	<u>Name</u>	1
2.	<u>Principal Office</u>	1
3.	<u>Registered Office - Registered Agent</u>	1
4.	<u>Definitions</u>	1
5.	<u>Purpose</u>	1
6.	<u>Powers and Duties</u>	1
6.1.	<u>General</u>	1
6.2.	<u>Enumeration</u>	1
7.	<u>Unit Owners and Membership</u>	2
7.1.	<u>Membership</u>	2
7.2.	<u>Assignment</u>	2
7.3.	<u>Voting</u>	3
7.4.	<u>Prior to Recordation of Declaration</u>	3
8.	<u>Term of Existence</u>	2
9.	<u>Directors</u>	3
9.1.	<u>Number and Qualification</u>	3
9.2.	<u>Duties and Powers</u>	3
9.3.	<u>Election; Removal</u>	3
9.4.	<u>Current Directors</u>	3
10.	<u>Officers</u>	4
11.	<u>Incorporator</u>	4
12.	<u>Indemnification</u>	4
12.1.	<u>Indemnity</u>	4
12.2.	<u>Limitations on Indemnification</u>	4
12.3.	<u>Effect of Termination of Action</u>	5
12.4.	<u>Expenses</u>	5
12.5.	<u>Approval</u>	5
12.6.	<u>Advances</u>	5
12.7.	<u>Miscellaneous</u>	5

2022 AUG 11 AM 1:25

13.	<u>Bylaws</u>	5
14.	<u>Amendments</u>	5
14.1.	<u>Notice</u>	5
14.2.	<u>Proposal</u>	5
14.3.	<u>Approval</u>	6
14.4.	<u>Attendance Required</u>	6
14.5.	<u>Recording</u>	6

2022 AUG 11 AM 1:25

**ARTICLES OF INCORPORATION
FOR
6291 THOMAS CONDOMINIUM ASSOCIATION, INC.**

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "**Articles**").

1. **Name.** The name of the corporation shall be 6291 Thomas Condominium Association, Inc. (the "**Association**").
2. **Principal Office.** The principal office of the Association is 6291 Thomas Road, Fort Myers, FL 33912.
3. **Registered Office - Registered Agent.** The street address of the Registered Office of the Association is 1833 Hendry Street, Fort Myers, Florida, 33901. The name of the Registered Agent of the Association is:

PLF REGISTERED AGENT, L.L.C.

4. **Definitions.** A declaration entitled Declaration of Condominium for 6291 Thomas, a Condominium (the "**Declaration**") will be recorded in the Public Records of Lee County, Florida, and shall govern all of the operations of a Condominium to be known as 6291 Thomas, a Condominium (the "**Condominium**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "**Act**") for the operation of the Condominium to be developed on property located in Lee County, Florida. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("**Members**") of the Association.

6. **Powers and Duties.** The powers of the Association shall include and be governed by the following:

6.1. **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.

6.2. **Enumeration.** Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws including, but not limited to, the following:

6.2.1. **Assessments and Special Assessments.** To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.

6.2.2. Real and Personal Property. To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominium.

6.2.3. Insurance. To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. 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 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 Article 12.

6.2.4. Rules and Regulations. To make and amend reasonable rules and regulations (the "Rules and Regulations") for the maintenance, conservation and use of any Condominium Property and for the health, comfort and welfare of the Unit Owners in the Condominium.

6.2.5. Enforcement. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

6.2.6. Management and Employees. To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws, and the Act.

6.2.7. Surface Water Management System. The obligation to operate and maintain the Surface Water Management System within 6291 Thomas, a Condominium (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable South Florida Water Management District ("SFWMD") Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within 6291 Thomas, a Condominium.

7. Unit Owners and Membership.

7.1. Membership. The Members of the Association shall consist of all of the record owners of Units in the Condominium from time to time.

7.2. Assignment. The share of a Unit Owner 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. The funds and assets of the Association shall be expended,

held or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the Bylaws.

7.3. Voting. The Unit Owners shall be entitled to vote in Association matters, as further set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

7.4. Prior to Recordation of Declaration. Until such time as the real property comprising the Condominium, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Lee County, Florida, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8. Term of Existence. The Association shall have perpetual existence.

9. Directors.

9.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of five (5) directors, but subject to change as provided by the Bylaws. All directors must be Unit Owners.

9.2. 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, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.

9.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the Bylaws.

9.4. Current Directors. The names and addresses of the members of the current Board who shall hold office until their successors are appointed and/or elected, are as follows:

Prakash C. Varshney
6291 Thomas Road
Fort Myers, FL 33912

Walter Johnson
1943 Maravilla, Avenue
Fort Myer, FL 33901

Rajiv P. Varshney
6291 Thomas Road
Fort Myers, FL33912

Joni Callahan
1943 Maravilla, Avenue
Fort Myers, FL 33901

Dipti Varshney
17931 Palm Circle
Fort Myers Beach, FL 33931

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 and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT: Prakash C. Varshney
6291 Thomas Road
Fort Myers, FL 33912

VICE PRESIDENT: Walter Johnson
1943 Maravilla, Avenue
Fort Myers, FL 33901

SECY/TREAS: Rajiv P. Varshney
6291 Thomas Road
Fort Myers, FL 33912

11. Incorporator. The name and address of the Incorporator is as follows:

PLF Registered Agent, L.L.C.
1833 Hendry Street
Fort Myers, FL 33901

12. Indemnification.

12.1. 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 reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, 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, has no reasonable cause to believe his conduct was unlawful.

12.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties 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 of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

12.3. Effect of Termination of Action. 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 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, had reasonable cause to believe that his conduct was unlawful.

12.4. 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 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

12.5. Approval. Any indemnification under Section 12.1 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 he has met the applicable standard of conduct set forth in Section 12.1 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, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

12.6. 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 as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 12.

12.7. 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 the Bylaws, agreement, vote of Unit Owners 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.

13. Bylaws. The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board and/or Unit Owners as provided in the Bylaws.

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

14.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

14.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests in the Association.

14.3. Approval. An amendment shall be approved once it is approved:

Aug. 11, 2022 2:23PM
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No. 0996 P. 10

14.3.1. by Unit Owners holding two-thirds of the voting interests in the Association and a majority) of the entire Board

14.4. Attendance Required. Directors not present at the meeting considering the amendment may express their agreement or disagreement in writing. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

14.5. 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 Lee County, Florida.

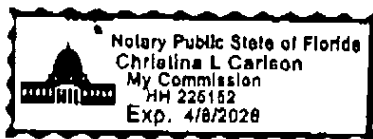
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For the purpose of forming this Association under the Laws of the State of Florida, the undersigned, Pavese Law Firm, its Authorized Member of PLF Registered Agent, L.L.C., being the incorporator of this Association, has executed these Articles of Incorporation as of the 11th day of August, 2022.

By: [Signature]
CHARLES BRYAN CAPPS, Partner

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11th day of August 2022, by Charles Bryan Capps, who is personally known to me.



[Signature]
NOTARY PUBLIC

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Aug. 11: 2022 2:23PM
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No. 0996 P. 12

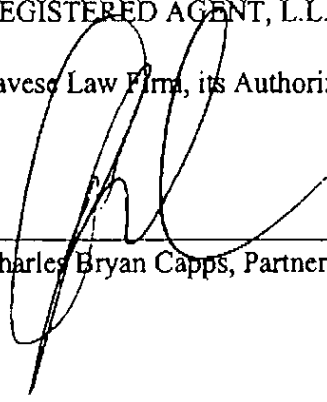
ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 11th day of August, 2022.

PLF REGISTERED AGENT, L.L.C

By: Pavese Law Firm, its Authorized Member

By: 
Charles Bryan Capps, Partner

2022 AUG 11 AM 1:26