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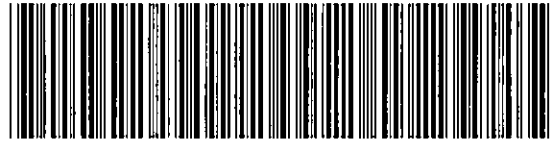
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01/24/23--01009--023 **70.00

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

CNL LORRAINE LAND CONDOMINIUM

OWNERS ASSOCIATION, INC.

Signature _____

Requested by: BA

1/24/23

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

- ☒ Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
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- _____ Art. of Amend. File _____
- _____ RA Resignation _____
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- _____ Cert. Copy _____
- ☒ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
- _____ Courier _____

Lakewood Ranch
Sarasota, FL 34240
CNL LORRAINE
2011

**ARTICLES OF INCORPORATION
FOR
CNL LORRAINE LAND CONDOMINIUM OWNERS 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 shall be CNL LORRAINE 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 2
PRINCIPAL ADDRESS**

The principal office and address of the corporation shall be 5391 Lakewood Ranch Boulevard, Suite 100, Sarasota, Florida 34240.

**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 commercial land condominium located in Manatee County, Florida, and known as CNL Lorraine, a Land 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 4
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 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 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 Unit 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.

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium's Common Elements (as defined in the Declaration), and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Elements and insurance for the protection of the Association, its officers, directors and Unit Owners.

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

(f) 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.

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

(h) 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").

(i) To establish rules and regulations. Unit Owners shall have the right to review and approve any rules and regulations proposed by the Association.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
JAN 21 2014
TALLAHASSEE, FLORIDA

- (j) To sue and be sued.
- (k) Take any other action necessary for the purposes for which the Association is organized.

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. The Association shall make no distribution to its directors or officers, and upon dissolution, all assets of the Association shall be transferred only to the members pursuant to Declaration Article XV, Section 3, as authorized by the Florida Not for Profit Corporation Act, Section 617.1406(3)(d), 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 6 **MEMBERS**

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units ("Unit 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.

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 7 **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 8
INCORPORATOR

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

NAME	ADDRESS
Robert F. Greene	410 43 rd Street W, Suite N Bradenton, Florida 34209

SECRET
CORPORATION
2000-01-26 PM 4:50

ARTICLE 9
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:	Dan Moyer
Vice President:	Patricia Westerhouse
Secretary/Treasurer:	Massimo Rastrelli

ARTICLE 10
DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of three (3) directors. Directors must be members of the Association or individuals designated by entity members.

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 Unit 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:

Dan Moyer - 5391 Lakewood Ranch Blvd., Ste. 100, Sarasota, FL 34240
Patricia Westerhouse - 5391 Lakewood Ranch Blvd., Ste. 100, Sarasota, FL 34240

ARTICLE 11
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 12 **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 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 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 13.3, a resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by one of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their concurrence in writing, provided that such concurrences shall not be used for the purpose of creating a quorum and further provided the approval is delivered to the Secretary at or prior to the meeting. Subject to Section 13.4, approval must be by all of the members of the Association.

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 materially or adversely affect any of the rights, privileges, powers or options of any member or mortgagee of any member, unless the member and/or mortgagee shall join in the execution of the amendment. No amendment to this Section 13.3 shall be effective without the approval of all members and all mortgagees.

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 14 **INITIAL REGISTERED OFFICE;** **ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 410 43rd St. W, Suite N, Bradenton, Florida 34209, 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 Robert F. Greene.

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

Witnesses:

Jane A. Santiago
Signature – Witness No. 1
Jane A. Santiago

Printed Name

Kristy M. Horvath
Signature – Witness No. 2
Kristy M. Horvath

Printed Name

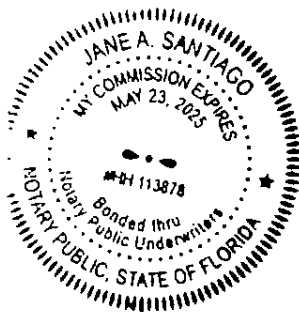
Robert F. Greene
Robert F. Greene
Address: 410 43rd Street W, Suite N
Bradenton, FL 34209

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of January, 2023, by Robert F. Greene. He is personally known to me.

My Commission Expires:

Jane A. Santiago
Notary Public
Printed Name: Jane A. Santiago



FILED
JAN 24 PM 1:00
CLERK OF COURT
MANATEE COUNTY
FLORIDA

**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, at 5391 Lakewood Ranch Boulevard, Suite 100, Sarasota, Florida 34240, the corporation named in the said articles has named Robert F. Greene, 410 43rd St. W., Suite N, Bradenton, Florida 34209, 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.



Name: Robert F. Greene

REGISTERED AGENT

DATED: January 23, 2023

RECEIVED
JAN 24 11:15 AM
CLERK OF COURT
JAN 24 2023