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(Requestor's Name)

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☐ PICK-UP

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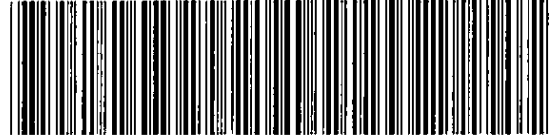
\_\_\_\_\_  
(Business Entity Name)

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(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2023 NOV 14 AM 8:59  
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## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** THE RESIDENCES AT TOWN CENTER CONDOMINIUM ASSOCIATION, INC.  
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☒ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

FROM: SCOTT BRAINARD  
Name (Printed or typed)

101 150TH AVENUE  
Address

MADEIRA BEACH, FL 33708  
City, State & Zip

727-367-3000  
Daytime Telephone number

SBRAINARD@KARNSENTERPRISES.COM  
E-mail address: (to be used for future annual report notification)

**NOTE:** Please provide the original and one copy of the articles.

Please return the Certified Copy after filing by FedEx in the enclosed prepaid envelope.

ORIGINAL

## ARTICLES OF INCORPORATION

OF

### THE RESIDENCES AT TOWN CENTER CONDOMINIUM ASSOCIATION, INC.

The undersigned subscribers by these Articles do hereby associate themselves for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, and creating a condominium association pursuant to Chapter 718, Florida Statutes, and hereby adopt the following Articles of Incorporation:

#### ARTICLE I

##### NAME

The name of the corporation is **THE RESIDENCES AT TOWN CENTER CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

#### ARTICLE II

##### 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 RESIDENCES AT TOWN CENTER, A CONDOMINIUM (the "Condominium"), which Condominium is being created on the land described in Schedule 1 – Legal Description attached hereto. The Developer of the Condominium is CONDOA COMPANY, LLC, a Florida limited liability company (the "Developer").

#### ARTICLE III

##### DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Act, the Declaration of Condominium of the Condominium, and the Bylaws of the Association, unless the context otherwise requires.

#### ARTICLE IV

##### POWERS

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

4.01 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 or of the Act.

4.02 Enumeration. The Association shall have all the powers and duties set forth in the Act and all of the powers and duties not inconsistent with the Act reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium therefor, and as it 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 and trade both real and personal property as may be necessary or convenient in the administration of the condominium.

(c) To maintain, repair, replace, reconstruct, add to, and operate the condominium and other property acquired or leased by the Association for use by unit owners, including specifically the surface water management system as permitted by Pinellas County.

(d) To purchase insurance upon the condominium and insurance for the protection of the Association, its officers, directors, and members as unit owners, and such other parties as the Association may determine in the best interest of the Association.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the condominium and for the health, comfort, safety and welfare of the unit owners.

(f) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration of Condominium.

(g) To enforce by legal means the provisions of the Act, the Declaration, these articles, the Bylaws, and the rules and regulations for the use of the condominium property, and to be sued as described in the Act.

(h) To contract for the management of the condominium, and to delegate to the party with whom such contract has been entered into of all the powers and duties of the Association, except (i) those which require specific approval of the Board of Administration or the membership of the Association; (ii) those which are incapable of being delegated as same may be contrary to the Declaration of Condominium or the Bylaws; (iii) those which are contrary to the Statutes of the State of Florida; and (iv) wherein a delegation is power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Administration and is therefore not susceptible of delegation.

(i) To employ personnel to perform the services required for proper operation of the condominium.

(j) To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Administration may deem in the best interests of the condominium.

(k) If, by the provisions of Chapter 617, Florida Statutes or Chapter 718, Florida Statutes, a power or authority may only be exercised by the Association if such power or authority is

expressly set forth in the Articles of Incorporation, and such power or authority is not specifically set forth elsewhere herein, then this provision shall be construed to be that enabling provision, and the Association shall have such power or authority as if the same shall have been fully set forth herein.

4.03 Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds shall be for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

4.04 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

## ARTICLE V

### MEMBERS

5.01 Membership. The members of the Association shall consist of all of the record owners of legal title to the units in the Condominium; and after termination of the condominium, if same shall occur, the members of the Association shall consist of those who are members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of legal record fee title to a condominium parcel in the condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recording amongst the Public Records of Pinellas County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby. The new owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of a prior owner as to the parcel designated shall be terminated.

5.02 Assignment. The share of a member in the funds and assets of the Association, in the common elements and the common surplus, and membership in this Association, cannot be assigned, hypothecated, or transferred in any manner whatsoever except as an appurtenance to the unit for which that share is held.

5.03 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) 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 (1) unit shall be entitled to one (1) vote for each unit owned.

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

5.05 Class of Members. There shall only be one class of members in the Association.

## ARTICLE VI

### TERM OF EXISTENCE

The Association shall have perpetual existence.

## ARTICLE VII

### SUBSCRIBER

The name and address of the subscriber to these Articles is CONDO A COMPANY, LLC, 104 150<sup>th</sup> Avenue, Madeira Beach, FL 33708.

## ARTICLE VIII

### OFFICERS

The affairs of the Association shall be administered by the officers as designated in the Bylaws. The officers shall be elected by the Board of Administration 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 Administration. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

## ARTICLE IX

### DIRECTORS

9.01 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined by the bylaws, but which shall consist of not less than three (3) directors. Except for directors appointed by the Developer, all directors must be members of the Association.

9.02 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 Administration, its agents, contractors or employees, subject only to approval by unit owners when that approval is specifically required.

9.03 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the Bylaws.

9.04 Term of Developer's Directors. The Developer of the condominium shall appoint the members of the first Board of Administration who shall hold office for the periods described in the Bylaws. The Developer has the right retain control of the Association after a majority of the units have been sold as described in the Bylaws.

9.05 First Directors. The first Board of Administration, who shall hold office until their successors are elected and have qualified in accordance with the provisions of the Bylaws, shall be appointed by the Developer.

## ARTICLE X

### INDEMNIFICATION

10.01 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 (other than an action by or in the right of the Association) by reason of the fact that he 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 in connection with such action, suit or proceeding 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, he had not reasonable cause to believe his conduct was unlawful: except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty 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 the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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, or 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, he had no reasonable cause to believe that his conduct was unlawful.

10.02 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 10.01 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.03 Approval. Any indemnification under Section 10.01 above (unless ordered by the 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 in the circumstances because he has met the applicable standard of conduct set forth in Section 10.01 above. Such determination shall be made (a) by the Board of Administration by a majority vote of a quorum consisting of directors who were not parties of such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members.

10.04 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Administration in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this article.

10.05 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 bylaw, agreement,

vote of members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefits of the heirs, executors and administrators of such a person.

10.06 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.

## ARTICLE XI

### BYLAWS

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

## ARTICLE XII

### AMENDMENTS

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

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

12.02 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administration or by one of the members of the Association. The approval of a proposed amendment must be by the affirmative vote of not less than a majority of the voting interests of the Association.

12.03 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 4.03 and 4.04 of Article IV hereof, without approval in writing by all the voting interests of the Association and the joinder of all record owners of mortgages upon units in the Condominium. No amendment shall be made that is in conflict with these Articles or the Declaration, 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 or beneficiary of the Developer, unless the Developer shall join in the execution of the amendment.

12.04 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Pinellas County, Florida.



**ARTICLE XIII**

**DISSOLUTION**

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, consisting of the surface water management system, including drainage easements, if any, shall, upon request by the appropriate public agency or utility, be dedicated to such public agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. At the time of the filing of these Articles, no such drainage easements exist. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, Association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any unit owner vested in him under the recorded Declaration of Condominium and deed applicable hereto, unless made in accordance with the provisions of such Declaration of Condominium and deeds.

**ARTICLE XIV**

**ADDRESS**

The principal place of business of the corporation shall be located at 400 150<sup>th</sup> Avenue, Suite 11, Madeira Beach, FL 33708, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Administration.

**ARTICLE XV**

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

The initial registered office of this corporation shall be located at 101 150<sup>th</sup> Avenue, Madeira Beach, FL 33708, and the initial registered agent of the corporation at that address is William F. Karns.

IN WITNESS WHEREOF, the subscriber has executed this instrument this 10<sup>th</sup> day of November, 2023.

**INCORPORATOR:**

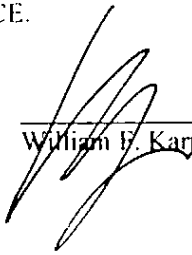
**CONDO A COMPANY, LLC**, a Florida  
limited liability company

By: \_\_\_\_\_

William F. Karns, Manager

**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, THE UNDERSIGNED HEREBY AGREES TO ACT IN THAT CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF THE DUTIES OF SUCH OFFICE.

  
\_\_\_\_\_  
William B. Karpis

**FILED**  
2023 NOV 14 AM 8:59  
CLERK OF DISTRICT COURT  
KANSAS  
SEATTLE

SCHEDULE 1  
TO ARTICLES OF INCORPORATION

LEGAL DESCRIPTION

A PORTION OF PARCEL 2 AS RECORDED IN OFFICIAL RECORD BOOK 19312, PAGE 1609, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING A PORTION OF GOVERNMENT LOT 1, LYING AND BEING IN SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT B, MADEIRA BEACH COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 26, PAGE 52, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N88°04'07"E, ALONG THE NORTHERLY LINE OF SAID TRACT B, 169.40 FEET TO A POINT OF BEGINNING OF SAID PARCEL 2; THENCE CONTINUE N88°04'07"E, ALONG THE NORTH LINE OF SAID TRACT B, 88.60 FEET; THENCE LEAVING SAID LINE S01°55'53"E, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 200.00 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF MADEIRA WAY (AN 80 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT; THENCE N88°04'07"E, ALONG SAID LINE A DISTANCE OF 268.46 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 233, ALSO KNOWN LOCALLY AS WELCH CAUSEWAY OR 150TH AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE BY THE FOLLOWING FIVE (5) COURSES: 1) N62°54'59"E, A DISTANCE OF 21.34 FEET; 2) N43°51'28"E, A DISTANCE OF 160.76 FEET TO A POINT OF CURVE, CONCAVE TO THE SOUTHEAST; 3) ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 68.10 FEET, HAVING A RADIUS OF 505.00 FEET, THROUGH A CENTRAL ANGLE OF 07°43'36", THE CHORD FOR WHICH BEARS N47°43'17"E, A CHORD DISTANCE OF 68.05 FEET TO A POINT OF REVERSE CURVATURE; 4) ALONG THE ARC OF SAID CURVE, CONCAVE TO THE NORTH, AN ARC DISTANCE OF 66.76 FEET, HAVING A RADIUS OF 495.00 FEET, THROUGH A CENTRAL ANGLE OF 07°43'39", THE CHORD FOR WHICH BEARS N47°43'17"E, A CHORD DISTANCE OF 66.71 FEET TO A POINT OF TANGENCY; 5) N43°51'28"E, A DISTANCE OF 98.95 FEET TO THE POINT OF BEGINNING OF SAID PORTION; THENCE CONTINUE N43°51'28"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 300.64 FEET; THENCE DEPARTING SAID LINE N46°08'32"W, A DISTANCE OF 127.52 FEET; THENCE S55°32'50"W, A DISTANCE OF 8.58 FEET; THENCE S43°37'39"W, A DISTANCE OF 140.68 FEET; THENCE S20°04'46"W, A DISTANCE OF 13.78 FEET; THENCE S43°53'18"W, A DISTANCE OF 28.43 FEET; THENCE S89°52'12"W, A DISTANCE OF 37.81 FEET; THENCE S48°07'11"W, A DISTANCE OF 84.50 FEET; THENCE S46°08'32"E, A DISTANCE OF 156.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN DRAINAGE CROSS-EASEMENT AGREEMENT RECORDED IN O.R. BOOK 20371, PAGE 2557, PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, AND

TOGETHER WITH THAT CERTAIN CROSS-EASEMENT AGREEMENT (CONDO A / CONDO B INGRESS/EGRESS) RECORDED IN O.R. BOOK 20990, PAGE 1554, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FILED  
2023 NOV 14 PM 8:59  
CLERK OF COUNTY  
PINELLAS COUNTY, FLORIDA