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GULESIDE TWELVE CONDOMINIUM ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
GULFSIDE TWELVE CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation**

In compliance with the requirements of Chapter 617 and Chapter 718, Florida Statutes, the undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a corporation not-for-profit and does hereby certify:

**ARTICLE I
NAME AND ADDRESS**

The name of the corporation is Gulfside Twelve Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association") and the street address of the initial principal office of the Association is at 1000 Royal Marco Way, Unit 5, Marco Island, Florida 34145. The principal office may be changed from time to time by the Board of Directors.

**ARTICLE II
PURPOSE**

The purposes for which the Association is organized are as follows:

Section 1. To operate as a corporation not-for-profit pursuant to Chapters 617 and 718 of the Florida Statutes.

Section 2. To administer, enforce and carry out the terms and provisions of the Declaration, as the same may be amended from time to time.

Section 3. To promote the health, welfare, and comfort of the Association members and residents of the Condominium, as authorized by the Declaration, by these Articles, and by the Bylaws.

**ARTICLE III
POWERS**

The Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit, except as limited or modified by the governing documents, or Chapter 617 or Chapter 718, Florida Statutes, as it may hereafter be amended. The powers of the Association shall include, but not be limited to, the following:

Section 1. To make and collect assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the proceeds of assessments in the exercise of its powers and duties.

Section 2. To acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real and personal property in connection with the affairs of the Association. No such conveyance or sale of real property owned by the Association shall be effective without attaining written consent of two-thirds (2/3) of the Members of the Association, together with the written consent of the Declarant so long as Declarant owns as least one (1) Unit within the Property.

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- Section 3. To protect, maintain, repair, replace, and operate the Association property.
- Section 4. To purchase insurance upon the Association property and the Common Areas for the protection of the Association and its members.
- Section 5. To reconstruct Common Area improvements after casualty and to make further improvements of the Common Areas.
- Section 6. To make, amend and enforce reasonable rules and regulations for the Association and use of the Units and enforce the same by any lawful means as provided in the governing documents.
- Section 7. To enforce the provisions of the governing documents, and undertake and perform anything required to effectuate the purposes for which the Association was organized.
- Section 8. To contract for the management and maintenance of the Association property and the Common Areas, to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.
- Section 9. To employ accountants, attorneys, architects, and other professional consultants to perform the services required for proper operation of the Association.
- Section 10. To borrow money and, with the written consent of two-thirds (2/3) of the Members, to mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association, as security for money borrowed or debts incurred by the Association, and execute promissory notes and other loan documents related to any such borrowing.
- Section 11. To sue and be sued. Notwithstanding the foregoing, and other than with respect to the collection or enforcement of an Association Assessment lien, the Association shall not commence any action, proceeding, lawsuit or other adversarial legal proceeding against any party involving an amount in controversy in excess of Fifty Thousand Dollars (\$50,000.00), without first obtaining, at a meeting of the membership at which a quorum has been attained, the affirmative approval of in excess of 66 2/3% of the total voting interests of all Unit Owners.
- Section 12. To grant easements over the Common Area and to accept easements over other property so long as such easements are for the benefit of the members of the Association as determined by the Board of Directors, and to grant waivers or variances for encroachments into set-back lines or requirements and other matters, for good cause shown, in the discretion of the Board of Directors.
- Section 13. All the powers necessary to effectuate the purposes for which the Association is organized.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the governing documents. The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable laws and any amendments thereto.

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ARTICLE IV MEMBERS

Section 1. Members. The Owner of any Unit in the Condominium shall be a member of the Association. Such membership shall be initially established upon the recording of these Articles and the Declaration among the Public Records of Lee County, Florida.

Section 2. Transfer of Membership. Transfer of membership in the Association shall be established by the recording in the Public Records of Lee County, Florida of a deed or other instrument establishing a transfer of record title to any Unit for which membership has already been established as hereinabove provided, the Owner(s) designated by such instrument of conveyance thereby becoming a member, and the prior owner's membership thereby being terminated. In the event of death of a member, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association (i) has issued any approval or consent to transfer as may be required by the Declaration, if require, and (ii) receives a true copy of the deed or other instrument establishing the transfer of ownership of the Unit, and it shall be the responsibility and obligation of the former and new member to provide such true copy of said instrument to the Association.

Section 3. Assignment. The share of a member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit associated with the membership of the member, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such unit.

Section 4. Members Voting Rights. The total number of members' votes shall be equal to the total number of units within the Condominium from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each unit. Each member shall have the number of votes equal to the number of units within the Condominium owned by the member at the time of such vote.

Section 5. Members Meetings. The Bylaws provide for an annual meeting of the members of the Association and may make provision for special meetings of the members.

ARTICLE V DIRECTORS

Section 1. Number of Directors. The affairs of the Association shall initially be managed by a Board consisting of three (3) directors. After transfer of Association control as described in Article IV of the Bylaws, the number of directors shall be at least three (3) but no more than five (5) Directors, as set forth in the Bylaws.

Section 2. Election of Directors. The directors of the Association shall be elected by the members in accordance with the Bylaws, except that so long as the Developer owns any Units in the Condominium, the Developer shall be entitled to designate member and/or non-member directors to the maximum extent permitted by the Florida Condominium Act.

Section 3. Powers and Duties. All of the duties and powers of the Association existing under the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the

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Board, its agents, contractors or employees, subject to approval by the members only when expressly required by the Declaration, these Articles, the Bylaws, and Chapters 617 or 718, Florida Statutes.

Section 4. Removal and Vacancies. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws and Chapter 718, Florida Statutes; however, any director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be filled by the Developer if, at the time such vacancy is to be filled, the number of remaining directors appointed by the Developer is less than the maximum number of directors which may, at that time, be appointed by the Developer as set forth above.

Section 5. Initial Directors. The names of the members of the first Board of Directors and their offices are as follows:

Timothy J. O'Neill, President

Matthew Arminio, Vice President

Vito DiMaso, Secretary/Treasurer

ARTICLE VI OFFICERS

The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for the filling vacancies, and for the duties of the officers.

ARTICLE VII INDEMNIFICATION

Section 1. 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 such person 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 such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if such person had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been 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, in and of itself, create a presumption that the person did not act in good faith and in a manner which he did not reasonably believe to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that such person had no reasonable cause to believe that his conduct was unlawful.

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Section 2. 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 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 3. 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 in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Article.

Section 4. 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 laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, 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, executors and administrators of such person.

Section 5. 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, as 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 VIII BYLAWS

The first Bylaws shall be adopted by the Developer or initial Board, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX AMENDMENTS

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

Section 1. A majority of the Board shall adopt, on its own accord or on the request of not less than fifty percent (50%) of the total voting interests, a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

Section 2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

Section 3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote

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of not less than a majority of the Members present and voting, in person or by proxy, at an Association meeting duly called for such purpose.

Section 4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

Section 5. If all of the Directors and a majority of all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements have been satisfied.

Section 6. In addition to the above, so long as Developer controls the Association, Developer shall be entitled to unilaterally amend these Articles and the Bylaws, and no amendment to the Articles or the Bylaws shall be effective without the written consent of Developer. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment.

Section 7. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy of said amendment shall be recorded in the Public Records of the county in which the Condominium is located.

ARTICLE X TERM

The Association shall have perpetual existence, unless sooner terminated as set forth in the Declaration. In the event the Association is terminated as provided in the Declaration, the storm water management system and related dedicated property and corresponding infrastructure will be conveyed or dedicated to a similar nonprofit organization or entity to assure continued maintenance and operation.

ARTICLE XI INCORPORATOR

The name and street address of the Incorporator is:

Timothy J. O'Neill

1000 Royal Marco Way, Unit 5

Marco Island, Florida 34145

2024 MAR 14 PM 3:10
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLE XII DESIGNATION OF REGISTERED AGENT

The initial registered agent of the Association shall be:

HF Registered Agents, LLC
1715 Monroe Street
Fort Myers, Florida 33901

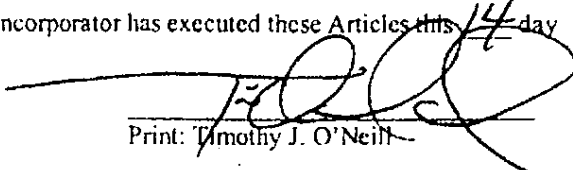
ARTICLE XIII DISSOLUTION

Gulfside Twelve Condominium Association, Inc.
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The Association may be dissolved upon termination of the Condominium as provided in the Declaration.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles this 14 day of March, 2024.


Print: Timothy J. O'Neill

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:

Gulfside Twelve Condominium Association, Inc., desiring to organize under the laws of the State of Florida, has named HF Registered Agents, LLC, 1715 Monroe Street, Fort Myers, Florida 33901, as its statutory Registered Agent.

Having been named the statutory Registered Agent of the above 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, and I accept the obligations pursuant to the applicable Florida Statutes.

HF REGISTERED AGENTS, LLC

Matthew L. Brust

Print: Matthew L. Brust

Title: Vice President

FILED
2024 MAR 14 PM 3:10
SECRETARY OF STATE
TALLAHASSEE, FL