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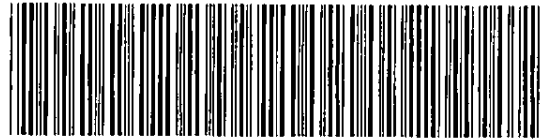
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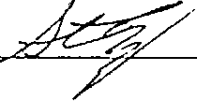
CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
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CNL Parrish Fort Hamer Land Condominium Owners Association, Inc.

Please Debit FCA000000003 For: 70

Thank you Seth Neeley



Signature

Requested by:

Name

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Time

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- ___ Officer Search
- ___ Fictitious Search
- ___ Fictitious Owner Search
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**ARTICLES OF INCORPORATION FOR CNL PARRISH FORT HAMER
LAND CONDOMINIUM OWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the not for profit corporation shall be CNL PARRISH FORT HAMER LAND CONDOMINIUM OWNERS ASSOCIATION, INC. For convenience, the not for profit corporation shall be referred to in these Articles of Incorporation as the "Association," these Articles of Incorporation shall be referred to as these "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 Association shall be 6562 University Parkway, Suite 210, 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 Parrish Fort Hamer, 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 not for profit corporation 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

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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 (as defined herein) (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 Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners (as defined herein).

(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 and to authorize a management agent (who 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 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 establish rules and regulations. Unit Owners (as defined herein) shall have the right to review and approve any rules and regulations proposed by the Association.

(i) To sue and be sued.

(j) 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. Except to members as provided in the Act, the Association shall make no distribution to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not for profit corporation or a public agency or as otherwise authorized by the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes.

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 Unit 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.

ARTICLE 8 **INCORPORATOR**

The name and address of the Incorporator of the Association is:

NAME

ADDRESS

Matthew Staggs

802 11th Street West
Bradenton, Florida 34205

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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:	Kimberly Robertson
Vice President:	Patricia Westerhouse
Secretary:	Matthew Drews
Treasurer:	Daniel Moyer

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 six (6) 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 Board of 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:

Kimberly Robertson - 6562 University Parkway, Suite 210, Sarasota, Florida 34240
Patricia Westerhouse - 6562 University Parkway, Suite 210, Sarasota, Florida 34240
Matthew Drews - 6562 University Parkway, Suite 210, Sarasota, Florida 34240
Daniel Moyer - 6562 University Parkway, Suite 210, Sarasota, Florida 34240
Michael Chadwick - 6562 University Parkway, Suite 210, Sarasota, Florida 34240
Massimo Rastrelli - 6562 University Parkway, Suite 210, Sarasota, Florida 34240

ARTICLE 11
INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any person who was or is a party of or

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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, or officer of the Association, against expenses (including reasonable 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 the officer or director has breached or failed to perform his or her duties as an officer or director and such breach of, or failure to perform his or her duties constitutes:

- (1) a violation of the criminal law, unless the officer or director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. A judgment or other final adjudication against an officer or director in any criminal proceeding for violation of the criminal law estops that officer or director from contesting the fact that his or her breach, or failure to perform, constitutes a violation of the criminal law, but does not estop the officer or director from establishing that he or she had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful;
- (2) a transaction from which the officer or director derived an improper personal benefit, directly or indirectly;
- (3) recklessness, as defined in Fla. Stat. § 617.0834 or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property; or
- (4) a breach of the officer or director's fiduciary duty to the Association, willful misconduct or malfeasance, bad faith or gross negligence.

The foregoing indemnity shall exclude any claims initiated against an officer or director by the Association itself if the Association alleges one of the grounds for exclusion set forth above following a vote of the Board of Directors.

In the event of a claim for reimbursement or indemnification based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification shall only apply if the Board of Directors approves such settlement and reimbursement being in the best interests of the Association and consistent with the terms of this Section 11.1.

11.2 Expenses. To the extent that a director or officer 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 or officer 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 11 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 or officer and shall inure to the benefit of the heirs and personal representatives of such person.

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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.

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 13.4, 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 Unit Owners having a minimum of seventy-five percent (75%) of the total votes 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.

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

The initial registered office of the Association shall be at 1200 South Pine Island Road, Plantation, Florida 33324, 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 NRAI Services, Inc., a Delaware corporation.

[Signature Page to Follow]

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**CLERK OF THE COURT
HALLANDALE BEACH, FL**

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

INCORPORATOR:

Witnesses:

Jordan Suits
Signature – Witness No. 1
Jordan Suits

Printed Name

802 11th St. W., Bradenton, FL 34205
Address – Witness No. 1

Matthew Plummer
Signature – Witness No. 2

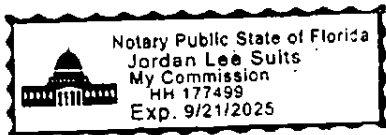
Matthew Plummer
Printed Name

802 11th St. W., Bradenton, FL 34205
Address – Witness No. 2

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 7th day of August, 2024, by Matthew Staggs,
☒ who is personally known to me,
☐ who has produced _____ as identification.

My Commission Expires:



Jordan Suits
Signature
Jordan Suits

Print Name

NOTARY PUBLIC - STATE OF FLORIDA

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MANATEE COUNTY, FL

**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 6562 University Parkway, Suite 210, Sarasota, Florida 34240, the not for profit corporation named in the said articles has named **NRAI Services, Inc., a Delaware corporation**, with an address of 1200 South Pine Island Road, Plantation, Florida 33324, as its statutory registered agent.

Having been named the statutory agent of said not for profit 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.

REGISTERED AGENT:

**NRAI Services, Inc.,
a Delaware corporation**

By: *Jill White Asst. Secretary*

Name: Jill White

Title: Assistant Secretary

DATED: Aug 7, 2024.

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