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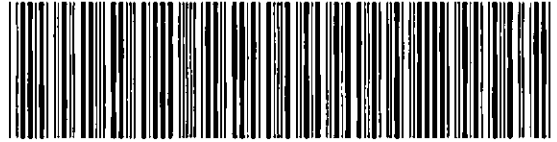
(Business Entity Name)

(Document Number)

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

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TALLAHASSEE, FL

2024 NOV -6 AM 9:47

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SECRETARY OF STATE  
TALLAHASSEE, FL 32309

2024 NOV -6 AM 11:01

RECEIVED

FLORIDA CAPITAL COURIER SERVICES, INC  
2330 CLARE DRIVE  
TALLAHASSEE, FL 32309  
(850) 524-54372  
(850) 524-6243

Please use funds from the account I20210000160: \$ 70.00

Authorization Signature: *[Signature]*

**Fruitville Fourm Land Condominium Association, Inc.**

Business Name

#Document #

☐ Walk in

☐ Will wait

☐ Certified Copies of the Articles of Incorporation

☐ Certificate of Status

**NEW FILINGS**

☐ Profit  
☐ Not for Profit  
☐ LLC  
☐ Domestication  
☐ INC  
☐ CORP  
☐ OTHER

**AMENDMENTS**

☐ Amendment  
☐ Resignation of R.A. Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☐ Conversion  
☐ Statement of FACT  
☐ Merger

**OTHER FILINGS**

☐ Annual Report  
☐ Fictitious Name  
☐ Statement of Authority  
☐ APOSTIL                       
                    COUNTRY

**REGISTRATION/QUALIFICATIONS**

☐ Foreign Filing  
☐ Partnership  
☐ Reinstatement  
☐ CORRECTION for a Foreign LLC  
☐ Domestication of a Foreign Corp.  
☐                      Other

EXAMINER'S INITIALS:                     

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TALLAHASSEE, FL

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## COVER LETTER

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

**SUBJECT:** Fruitville Forum Land 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**

DEPARTMENT OF STATE  
TALLAHASSEE, FL

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**FILED**

**FROM:** G. Matthew Brockway  
\_\_\_\_\_  
Name (Printed or typed)  
  
2033 Main Street, Suite 600  
\_\_\_\_\_  
Address  
  
Sarasota, FL 34237  
\_\_\_\_\_  
City, State & Zip  
  
941.366.8100  
\_\_\_\_\_  
Daytime Telephone number  
  
mbrockway@icardmerrill.com  
\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

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

**ARTICLES OF INCORPORATION  
OF  
FRUITVILLE FORUM LAND CONDOMINIUM ASSOCIATION, INC.,  
A FLORIDA NOT-FOR-PROFIT CORPORATION**

---

The undersigned hereby incorporates for the purpose of becoming a not-for-profit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, immunities, liability, privileges, and rights of a not-for-profit corporation.

**ARTICLE I  
NAME, OFFICE, AND REGISTERED AGENT**

**1.1 Name.** The name of this corporation shall be "Fruitville Forum Land Condominium Association, Inc.," a Florida not-for-profit corporation (hereinafter referred to as the "**Association**").

**1.2 Office.** The street address of the initial principal office and mailing address of the Association is: 3534 Fruitville, Road, Sarasota, FL 34237.

**1.3 Initial Registered Agent.** The initial registered agent for the Association is: G. David Walters, 3534 Fruitville, Road, Sarasota, FL 34237.

**ARTICLE II  
DEFINITIONS**

**2.1** The words used in these Articles of Incorporation ("**Articles**") shall be given their normal, commonly understood definitions. Unless defined in these Articles, capitalized terms shall have the same meanings as used in the "Declaration of Condominium for the Fruitville Forum Land Condominium" ("**Declaration**"), as it may be supplemented, amended, and/or otherwise modified from time to time.

**ARTICLE III  
PURPOSE**

**3.1** The Association shall be a specific purpose entity solely to manage the affairs and property of the condominium association for the Fruitville Forum Land Condominium (the "**Condominium**") and the portions of the land development project commonly known and referred to as "Fruitville Forum" located in the City of Sarasota, Sarasota County, Florida, submitted to the Committed Property, and to perform all acts assigned to it in the Declaration and in Chapter 718, *Fla. Stat.*, including, but not limited to and without limitation:

**3.1.1** To operate as a not-for-profit corporation pursuant to Chapter 617, *Fla. Stat.* The Association does not contemplate pecuniary gain or profit to the Members thereof.

**3.1.2** To enter into, administer, enforce, and carry out the terms and provisions of the Declaration, as same may be amended or supplemented from time to time, and to exercise such powers and perform such other duties and discharge such other responsibilities as may be imposed upon, or assigned, delegated, or granted to, or otherwise permitted to be exercised by, the Association pursuant to the Declaration.

**3.1.3** To provide for the management, Maintenance, and preservation of such portions of the Committed Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the Declaration and any supplement, amendment, and/or modification thereto.

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TALLAHASSEE, FL

3.1.4 To hold, manage, and own such portions of the Committed Property as may be conveyed to the Association, pursuant to the Declaration and any supplement, amendment, and/or modification thereto.

#### **ARTICLE IV** **POWERS**

4.1 **General Powers.** The Association shall have all of the common law and statutory duties, powers, and privileges of a Florida not-for-profit corporation, and all of the duties, powers, and privileges set forth in the Declaration and in Chapter 718, *Fla. Stat.*, which are not in conflict with the terms of these Articles.

4.2 **Specific Powers.** In addition to the aforementioned general powers the Association shall have all of the powers and duties reasonably necessary to maintain, manage, and operate the condominium association, including but not limited to and without limitation, the following:

4.2.1 To enter into, establish, and enforce agreements, covenants, Bylaws, and/or Use Restrictions, Rules, and Regulations appropriate and/or necessary to carry out the purposes of the Association, and as may be otherwise contemplated, permitted, and/or required by the Association.

4.2.2 To make and collect Assessments against any Member to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the property and facilities serving the Committed Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the Declaration any supplement, amendment, and/or modification thereto.

4.2.3 To make and collect Assessments against Members to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the Surface Water Management System.

4.2.4 To use the proceeds of Assessments in the exercise of its powers and duties.

4.2.5 If provided in the Declaration, the Bylaws, and/or Use Restrictions, Rules, and Regulations, to charge interest and late charges on delinquent or past-due Assessments, and to accelerate the Assessments of a Member whom is delinquent in payment of any installment of Assessments.

4.2.6 To hold funds for the exclusive benefit of the Members of the Association, as set forth in these Articles and as provided in the Declaration and/or the Bylaws.

4.2.7 To purchase insurance upon the Common Areas and any Improvements thereon, and insurance for the protection of the Association, its Board (directors, officers, committee members, and/or members of boards appointed by the Board), Members, and such other parties as the Association may determine to be in the best interests of the Association.

4.2.8 To administer, convey, improve, lease, own, Maintain, manage, mortgage, operate, purchase, repair, replace, and/or sell real and/or personal property on behalf of the Association, including, but not limited to and without limitation, Units, and regardless of whether such property is contained within the Committed Property.

4.2.9 To administer, install, Maintain, manage, operate, replace and/or replace all Common Areas, and any Improvements thereon, and such other portions of the Committed Property as may be determined appropriate and/or necessary by the Board from time to time, in accordance with, or as may be otherwise contemplated, permitted, and/or required by the Declaration.

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**4.2.10** To Maintain, manage, operate, and repair the Surface Water Management System in accordance with the Declaration and/or in a manner consistent with the requirements of any applicable SWFWMD permits and rules, to assist with the enforcement of the restrictions and covenants contained therein.

**4.2.11** To make, amend, and enforce reasonable Bylaws and/or Use Restrictions, Rules, and Regulations respecting the use and occupancy of the Common Areas, and any Improvements thereon, for the health, comfort, safety, and welfare of the Members. All such Bylaws and/or Use Restrictions, Rules, and Regulations, and amendments or supplements thereto, shall be approved by the Board in accordance with the Declaration, these Articles, and the Bylaws.

**4.2.12** To enforce by legal means the provisions of Chapter 718, *Fla. Stat.*, the Declaration, these Articles, the Bylaws, the Use Restrictions, and/or Rules, and Regulations.

**4.2.13** To perform all acts necessary to comply with the provisions of Chapter 718, *Fla. Stat.*, the Declaration, these Articles, the Bylaws, the Use Restrictions, and/or Rules, and Regulations, and to act with all powers enumerated therein.

**4.2.14** To exercise when and to the extent assigned or designated by the Declarant, the design review over all buildings, Improvements, and/or structures to be placed or constructed upon any portion of the Committed Property which is subject to the Declarant's and/or the Association's design review. Such control shall be exercised pursuant to the Declaration.

**4.2.15** To provide for such services within the Committed Property as the Board in its discretion determines appropriate and/or necessary.

**4.2.16** To contract for the Maintenance, management, and/or operation of the Common Areas, and any Improvements thereon, and to delegate to such contractor(s) all powers and duties of the Association, except to the extent as such are specifically required by Chapter 718, *Fla. Stat.* or the Declaration to have the approval of the Board and/or Members.

**4.2.17** To contract with and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions which may include but shall not be limited to: enforcing the Bylaws and/or the Use Restrictions, Rules, and Regulations, collecting Assessments, preparing records, procuring bids, and/or Maintaining, repairing, and/or replacing the Common Areas, and any Improvements thereon, with such funds as shall be made available by the Association for such purposes.

**4.2.18** To employ personnel necessary to perform the duties, obligations, and/or services required of, or to be performed by, the Association for the proper Maintenance, management, and operation of the Common Areas, and any Improvements thereon, and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever reasonable contractual arrangement the Board shall enter into.

**4.2.19** To purchase and own Units in the Committed Property, and to acquire and hold, lease, mortgage, and/or convey the same, subject however, to the provisions of the Declaration and the Bylaws.

**4.2.20** acquire, improve, Maintain, provide, purchase, repair, and/or replace such Improvements and other real and/or personal property, for the health, safety, and general welfare of the Members as the Board in its discretion determines appropriate or necessary, including but not limited to and without limitation: buildings, structures, streetlights (to the extent not provided and Maintained by Government

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Authorities), streets (to the extent not provided and Maintained by Government Authorities), pathways, and other equipment and facilities.

4.2.21 To Maintain, operate, and repair the Surface Water Management System in accordance with the Declaration and/or in a manner consistent with the requirements of any applicable SWFWMD permits and rules, and to assist with the enforcement of the restrictions and covenants contained therein.

4.2.22 To demonstrate that the property on which the Surface Water Management System is located is owned or otherwise controlled by the Association to the extent necessary to operate and Maintain the Surface Water Management System, or assign and/or convey the responsibility to operate and Maintain the Surface Water Management System to another entity.

4.2.23 To obtain loans to provide funds for improving, Maintaining, operating, repairing, and/or replacing the Common Areas, and any Improvements thereon, and to pledge the income of the Association from Assessments as security for such loans.

4.2.24 To honor and perform under all contracts and agreements entered between third-parties and the Association, or third-parties and the Declarant which are assigned to the Association.

4.2.25 To sue and be sued and to defend the same as provided for by Florida law and/or in the Declaration.

## **ARTICLE V**

### **MEMBERS**

5.1 **The Members.** The Association shall have one (1) class of membership. Every Owner (including, but not limited to and without limitation, the Declarant with respect to the Units it owns) shall be a Member of the Association. There shall be only one (1) Member per Unit. If a Unit is owned by more than one (1) Person, all co-Owners shall share the privilege of such membership as a single Member, subject to reasonable Board regulation and the restrictions on voting set forth in the Declaration, these Articles, and the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's lawful spouse. The membership rights of an Owner which is not a natural person may be exercised by any director, officer, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Association's Secretary. Membership is restricted to Owners and is not intended to include persons or entities that hold an interest in a Unit merely as security for the performance of an obligation. Membership shall run with the land and be appurtenant to and may not be separated from ownership of any Unit.

5.2 **Transfer of Membership.** Transfer of a membership in the Association shall be established by the recording in the County's official public records of a deed or other instrument establishing a transfer of record title to any Unit for which membership has already been established. The Owner designated by such instrument of conveyance thereby becomes a Member, and the prior Member's membership thereby is terminated. In the event of death of a Member, her/his membership shall be automatically transferred to her/his heirs or successors in interest. Notwithstanding the foregoing, the Association shall not be obligated to recognize a transfer of membership until such time as the Association receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Unit, and it shall be the responsibility and obligation of the former and the new Owner of the Unit to provide such true copy of said recorded instrument to the Association.

## **ARTICLE VI** **VOTING RIGHTS**

**6.1     Number of Votes.** For any vote of the Members, each Member shall have: one (1) equal vote for each Unit owned by such Member.

**6.2     Voting by Co-Owners.** If a Unit is owned by more than one (1) Person, all co-Owners shall share the voting privileges of such membership as a single Member, subject to reasonable Board regulation and the restrictions on voting set forth in these Articles in and in the Bylaws.

**6.3     Proxies.** Except as otherwise specifically set forth in the Declaration or these Articles, every Member of the Association that is entitled to vote at a meeting of the Members or to otherwise express consent or dissent on any matter, may authorize another person to act on the Member's behalf by a proxy signed by such Member. Directors may not vote by proxy.

Any proxy shall: be in writing; be dated; specify the Unit(s) for which it is given; state the date, time, and place of the meeting for which it is given; be signed by the Member or her/his/its duly authorized attorney-in-fact; and be provided to the Association's Secretary, or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is only effective for the specific meeting and/or vote for which it was given, and as the meeting and/or vote may lawfully be reconvened from time to time. However, a proxy automatically expires ninety (90) calendar days after the original date of the meeting and/or vote for which it was given; unless a shorter period is specified in the proxy. Unless otherwise specifically provided for in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast for the specified Unit(s), and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both proxies shall be deemed invalid.

Every proxy shall be freely revocable by the Member executing it at any time prior to the specific meeting and/or vote for which it was given, and shall automatically cease upon: (a) receipt by the Secretary of written notice of revocation of the proxy, (b) conveyance of any Unit for which it was given, (c) the death of the Member giving the proxy, (d) the judicially declared incompetence of a Member who is a natural person, and/or (e) ninety (90) calendar days after the original date of the meeting and/or vote for which it was given.

**6.4     Calculation of Votes.** Any question concerning the number of votes which may be cast by a Member shall be decided by a majority of the Board.

## **ARTICLE VII** **BOARD OF DIRECTORS**

**7.1     Members of the Board.** The Association's affairs shall be managed by a Board consisting of not less than three (3) members. Directors must be natural persons, but are not required to be Owners. Board members shall be appointed, elected, or removed as follows:

**7.1.1     Appointment to the Board.** Each Member shall appoint her/his/its director(s) to the Board as provided in the Bylaws.

**7.1.2     Removal from the Board.** Each Member shall in its sole and absolute discretion make involuntary removals from the Board and vacancy appointments to the Board for its appointed director(s), as provided in the Bylaws.

**7.1.3     Exercise of Duties and Powers.** All of the duties and powers of the Association existing under Chapters 617 & 718, *Fla. Stat.*, the Declaration, these Articles, the Bylaws, the Use Restrictions,



Rules, and Regulations, and any future agreement of the Members, shall be exercised exclusively by the Board (its directors, officers, committee members, and/or members of a board appointed by the Board) and shall only be subject to approval by the Members when expressly required. In the event the Association's directors are deadlocked on a vote and/or any issue of corporate governance, the deadlocked issue shall be decided as provided in the Bylaws.

**7.1.4 Appointed by the Declarant.** During the Declarant's Control Period, the Declarant shall initially have the right to appoint all Board members (in Declarant's sole and absolute discretion) and such Board members shall serve at the pleasure of the Declarant. Any directors appointed by the Declarant may, but need not, be Owners.

**7.1.5 Election of the Board.** Elections for Board members pursuant to the procedures provided in the Bylaws shall only occur for seats which the Members are entitled to elect. Any seats which are subject to appointment by the Declarant shall remain subject to the Declarant's appointment unless and until the Declarant voluntarily releases (in Declarant's sole and absolute discretion) such seats to election by the Members.

**7.1.6** Removals and vacancy appointments of Board members pursuant to the procedures provided in the Bylaws shall only occur for seats which the Members are entitled to elect. Any seats which are subject to appointment by the Declarant shall remain subject to the Declarant's removal and vacancy appointment unless and until the Declarant voluntarily releases (in Declarant's sole and absolute discretion) such seats to election by the Members.

**7.2 Initial Board Members.** The names and addresses of the initial Board members who shall hold office until they are removed or their successors are elected or appointed are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
G. David Walters	Director	3534 Fruitville Road Sarasota, FL 34237
Loyd Robbins	Director	3850 S. Turtle Ave., #150 Sarasota, FL 34239
Cheryl Walters	Director	3534 Fruitville Road Sarasota, FL 34237

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## ARTICLE VIII OFFICERS

8.1 The Association's officers shall be a President, Vice President(s), Secretary, Treasurer, and such other officers as the Board may from time to time create by resolution. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for their removal from office and for filling vacancies, and for the duties of the officers. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not, be selected from the members of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The Association's officers shall each have such powers and duties as generally pertain to their respective offices under all Applicable Law, as well as such powers and duties as may specifically be conferred or imposed by the Board. The names and addresses of the initial officers who shall serve until they are removed or their successors are designated by the Board are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
G. David Walters	President & Treasurer	3534 Fruitville Road, Sarasota, FL 34237
Cheryl Walters	Vice President	3534 Fruitville Road, Sarasota, FL 34237
Loyd Robbins	Secretary	3850 S. Turtle Avenue, Sarasota, FL 34236

## ARTICLE IX INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.1 Indemnification and Defense of Directors, Officers, and other Agents of the Board. As limited in this §9.1, the Association shall indemnify, defend, and hold harmless any Person from and against any liability, when the Person was or is a party or is threatened to be made a party, to any contemplated, pending, or threatened action or proceeding (whether civil or criminal) by reason of the fact that such Person is or was the Association's: director, officer, committee member, member of a subordinate board, and/or direct employee (expressly meaning to exclude any agents hired by the Association to perform services and/or provide goods, e.g., a management company and its employees) (the "**Indemnified Parties**"). Such Indemnified Parties shall not be personally liable for any mistake of judgment - negligent or otherwise - or with respect to any contract or other commitment made or action taken, which was made in good faith on behalf of the Association, and the Association shall indemnify, defend, and hold harmless such Indemnified Parties from any liability and reasonable expenses actually incurred which results from such conduct. This indemnity, defense, and hold harmless obligation includes all costs, expenses, and fees incurred by the Indemnified Party incident to an action or proceeding, but not limited to and without limitation: (a) damages claimed against the Indemnified Party; (b) fines levied against the Indemnified Party; (c) judgments entered against the Indemnified Party; (d) reasonable Attorneys' Fees and Costs; (e) settlement amounts actually and reasonably incurred by the Indemnified Party (provided the Association was given reasonable written notice of, an opportunity to participate in, the settlement). For any civil action or proceeding, this indemnity, defense, and hold harmless obligation only applies if the Indemnified Party's alleged conduct was performed in good faith and in a manner the Indemnified Party reasonably believed to be in, or not opposed to, the best interest of the Association. For any criminal action or proceeding, this indemnity, defense, and hold harmless obligation only applies if either: the Indemnified Party is adjudicated not guilty; the Indemnified Party had no reasonable cause to believe the alleged conduct was unlawful; or upon such Indemnified Party being adjudicated guilty of gross negligence (or an equivalent or lesser *mens rea*) in the performance of the Indemnified Party's duty to the Association, then only to the extent the Board determines that despite the guilty adjudication in view of all the

circumstances of the case such Indemnified Party should fairly and reasonably be indemnified (and in such cases only for such expenses which the Board shall deem proper). This indemnity, defense, and hold harmless obligation only applies to the extent the Indemnified Party remains personally liable, and shall be deemed waived if the Indemnified Party fails to participate in good faith in the defense of the liability (e.g. waiver will occur if the Indemnified Party enters into any "Mary Carter" Agreements, "Snapp" Agreements, "Gallagher" Agreements, "High-Low" Agreements, "Litigation-Loan" Agreements, Claims Assignment Agreements, and/or any other agreement whereby the Indemnified Party seeks to limit and/or avoid her/his own personal liability in a manner adverse to the Association's interests). This indemnity, defense, and hold harmless obligation shall not be construed to require the Association to reimburse any insurance company or surety claiming subrogation for any fees and/or costs incurred in defending the Indemnified Party under an insurance policy or bond.

**9.2 Advances Under A Reservation of Rights.** Any costs, expenses, and fees incurred pursuant to this **Article IX** in defending any Indemnified Party in a civil or criminal action or proceeding which are expended by the Association under a reservation of rights and in advance of the final disposition of such action or proceeding, shall be reimbursed by the Indemnified Party to the Association if a Court ultimately determines that the Indemnified Party was not entitled to defense and/or indemnification of the subject action or proceeding pursuant this **Article IX**.

**9.3 Non-Exclusivity and Survival.** The indemnification, defense, and hold harmless rights provided by this **Article IX** shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Applicable Law, the Declaration, these Articles, the Bylaws, any agreement, or otherwise. The indemnification, defense, and hold harmless rights provided by this **Article IX** shall: (a) continue as to any Indemnified Party who has ceased to hold the position, but only for claims, causes of action, and/or other such liabilities which accrued during the period in which s/he held the position; and (b) shall inure to the benefit of the administrators, executors, and/or heirs of such Indemnified Party to the same extent as would otherwise be held by the Person if still alive.

**9.4 Insurance.** The Association shall have the power (but not the obligation) to purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, member of a subordinate board, and/or agent or employee of the Association, or is or was serving at the request of the Association as a director, officer, committee member, member of a subordinate board, and/or agent or employee of another corporation, joint venture, partnership, trust, or other enterprise, against any liability asserted against the Person arising out of any such capacity – regardless of whether the Association would have the obligation or power to indemnify the Person against such liability under the provisions of this **Article IX**.

**9.5 Amendments.** Notwithstanding anything to the contrary in these Articles, the provisions of this **Article IX** may not be amended and/or supplemented without the prior written consent of all Members whose interest would be adversely affected by such amendment and/or supplement.

**9.6 Indemnity, Defense, and Hold Harmless by Owners.** Each Owner shall indemnify, defend, and hold harmless the Association (and its directors, officers, committee members, members of subordinate boards, and/or agents and employees) from and against any damages, expenses, and other liabilities which they may incur as a result of such Owner's (and/or its Permittees') failure to comply with the Association's Governing Documents, including but not limited to and without limitation: (a) any incurred costs and fees for third-parties to investigate and/or correct the violation, (b) reasonable Attorneys' Fees and Costs; and (c) reasonable administrative fees of the Declarant.

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**ARTICLE X**  
**BYLAWS**

**10.1** The initial Bylaws of the Association shall be adopted by the Board and may be altered, amended, and/or rescinded in the manner provided by the Bylaws.

**ARTICLE XI**  
**INCOME DISTRIBUTION**

**11.1** No part of the income of the Association shall be distributable to its directors, Members, or officers, except as commercially reasonable compensation for services rendered.

**ARTICLE XII**  
**AMENDMENTS**

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

**12.1.1** **Initiation.** A resolution to amend these Articles may be proposed by a majority of the members of the Board, or by Members representing not less than ten percent (10%) of the total votes in the Association.

**12.1.2** **Notice.** Notice of the subject matter of a proposed amendment to these Articles shall be included in the notice for any meeting at which a proposed amendment is considered.

**12.1.3** **Adoption.**

- (a) A resolution by the Board for the adoption of a proposed amendment to these Articles shall be adopted by the affirmative vote and/or written consent of Members representing two-thirds (2/3) or greater of the total votes in the Association.
- (b) No amendment shall make any changes in the qualification for membership, in the voting rights and/or property rights of Members, or of this **Article XII**, without the approval of all Members affected by such amendment (and where required by the Florida Condominium Act, the joinder of all record owners of mortgages upon any portion of a Condominium).

**12.1.4** **Recording.** Upon the approval of an amendment to these Articles, the amendment shall be executed and delivered to the Florida Secretary of State as provided by law, and a copy certified by the Secretary of State shall be recorded in the County's official public records as an Amendment and/or Supplement to the Declaration.

**ARTICLE XIII**  
**TERM**

**13.1** The Association shall exist perpetually, unless voluntarily dissolved by the Members according to the Declaration and Applicable Law.

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**ARTICLE XIV**  
**DISSOLUTION**

14.1 In the event the Association is dissolved or otherwise ceases to exist:

- (a) The control of, Maintenance obligations for, and/or right of access to, those portions of the property containing the Surface Water Management System, Roadway Improvements, and/or other Common Areas owned and/or Maintained by the Association or in which the Association has an easement or other interest, shall be conveyed or dedicated to an appropriate Governmental Authority or public utility, and if not accepted, shall be conveyed to a not-for-profit corporation similar to the Association (any successor entity must comply with Rule 62-330.310, F.A.C., the Environmental Resource Permit Applicant's Handbook Volume I, Section 12.3, and be approved by SWFWMD prior to the Association's termination, dissolution, or liquidation); *and*
- (b) Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Members, prorated to the number of votes attributable to each Member.

**ARTICLE XV**  
**INCORPORATOR**

15.1 The name and street address of the incorporator is:

G. David Walters  
Tenth Way Corporation, a Florida corporation  
3534 Fruitville Road  
Sarasota, FL 34237

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

FILED  
2024-10-09 - 6 AM 9:47  
CLERK OF STATE  
TALLAHASSEE, FL

[ATTACHED TO THE ARTICLES OF INCORPORATION FOR THE  
FRUITVILLE FORUM LAND CONDOMINIUM ASSOCIATION, INC.]

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 22<sup>nd</sup> day of October, 2024.

Signed, sealed, and delivered in the presence of:

Signature of First Witness

G. Matthew Brockway

Printed Name of First Witness

Witness Address: 2033 Main Street, Suite 600

Sarasota, FL 34237

Signature of Second Witness

Lynne Truschel

Printed Name of Second Witness

Witness Address: 2033 Main Street, Suite 600

Sarasota, FL 34237

By: G. David Walters

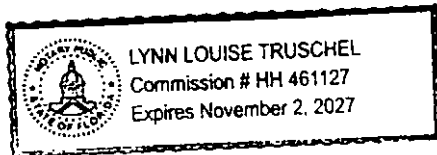
G. David Walters, Incorporator

2024 NOV -6 AM 9:47  
TALLAHASSEE, FL  
NOTARY OF STATE

FILED

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22<sup>nd</sup> day of October, 2024, by G. David Walters. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did not take an oath.



Notary Stamp

Signature of Notary

Print Name of Notary

My Commission Expires: NOV 2, 2027

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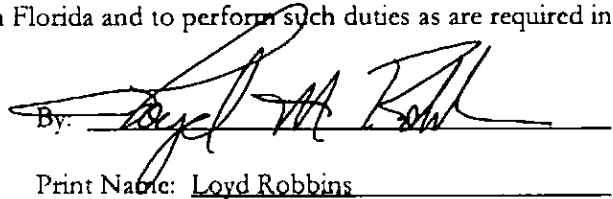
[CERTIFICATE OF DESIGNATION OF REGISTERED AGENT ON FOLLOWING PAGE]

CERTIFICATE OF DESIGNATION

REGISTERED AGENT/REGISTERED OFFICE

In pursuance of the Florida Not-for-Profit Corporation Act, the following is submitted, in compliance with said statute:

That the Fruitville Forum Land Condominium Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation, at 3534 Fruitville Road, Sarasota, Florida 34237, has named G. David Walters at 3534 Fruitville Road, Sarasota, Florida 34237, as its registered agent to accept service of process within Florida and to perform such duties as are required in the State of Florida.

By:   
Print Name: Loyd Robbins

Title: Secretary of Fruitville Forum Land  
Condominium Association, Inc., a Florida  
not-for-profit corporation

Dated: October 22, 2024

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[REGISTERED AGENT'S ACKNOWLEDGMENT AND ACCEPTANCE ON FOLLOWING PAGE]

**FILED**  
2024 NOV - 6 AM 9:47  
CLERK OF STATE  
TALLAHASSEE, FL

ACKNOWLEDGMENT AND ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for the above-stated corporation, at the place designated in the Articles of Incorporation and the above Certificate of Designation, the undersigned, hereby agrees to act in this capacity, and agrees to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and the undersigned is familiar with and accepts the obligations of its position of registered agent.

By: 

G. David Walters

Dated: October 22, 2024

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[END OF ARTICLES OF INCORPORATION]

FILED

2024 NOV -6 AM 9:47

CLERK OF STATE  
TALLAHASSEE, FL