

726223

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

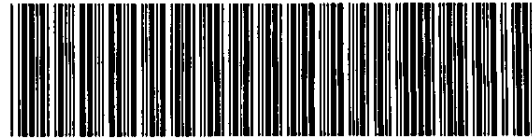
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



800291818338

10/31/16--01038--028 \*\*43.75

FILED  
2016 OCT 31 P 4:23  
TALLAHASSEE, FLORIDA

T. LEMUEUX

NOV - 3 2016

*Am Restated*

# Law Office of Lauralee G. Westine, P.A.

---

800 Tarpon Woods Boulevard, Suite E-1  
Palm Harbor, Florida 34685  
Telephone: (727) 773-2221  
Facsimile: (727) 773-2616

## SENT VIA US MAIL

October 27, 2016

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

**RE: Amended Articles of Incorporations: The Crossings Office Park, Inc. (N26223)**

To Whom It May Concern:

On behalf of my client, The Crossings Office Park, Inc. (N26223) ("The Crossings"), please find enclosed the following documentation to support The Crossings' amendment of its articles of incorporation:

- Fee Check in the amount of \$43.75
- Two copies of the amended and restated articles of incorporation and form cover letter.

Thank you for your assistance in this request. Please do not hesitate to contact me at 727-773-2221 should you have any questions regarding the enclosed documents.

Sincerely,



Mattaniah Jahn, Esq.  
Law Office of Lauralee G. Westine, P.A.

enclosures

FILED

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF**

**THE CROSSINGS OFFICE PARK, INC.** 2016 OCT 31 P 4: 23  
**A Florida Not-for-Profit Corporation**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

We, the undersigned, for the purpose of amending and superseding the Articles of Incorporation and all Amendments thereto prior to this date for the corporation not for profit organized under the laws of the State of Florida on May 2, 1988 and identified by document number N26223, hereby amend and restate the following Articles of Incorporation:

**ARTICLE I - NAME AND PRINCIPAL PLACE OF BUSINESS OF THE  
CORPORATION**

The name of this corporation, hereinafter called the Association, shall be THE CROSSINGS OFFICE PARK, INC., a Corporation Not-for-Profit. Its principal office and place of business shall be at 28473 U.S. Highway 19 North, Suite 600, Clearwater, FL 33761. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

**ARTICLE II- PURPOSE AND POWERS**

**Section 1.** The purpose for which this Association is organized is to act as a governing Association within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for THE CROSSINGS, A PROFESSIONAL OFFICE PARK, a Professional Condominium., located in Pinellas County, Florida.

**Section 2.** The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act, now or hereafter in effect, and all powers and duties reasonably necessary to administer, govern and maintain the condominium pursuant to the

Declaration of Condominium as it may be amended from time to time, including but not limited to, the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by owners of units or portions thereof shall be held in trust by the Association and used to pay:

(1) the cost of operation, maintenance, preservation, enhancement or repair of the condominium property and other costs related thereto, and

(2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities); to the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the owners of units or portions thereof to be expended for the aforesaid purposes or, upon any termination of the condominium, the unexpended portion shall be added to the common surplus for disbursement to the unit owners.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all condominium property.

(d) To purchase insurance upon condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

- (e) To improve condominium property further and, after casualty, to reconstruct improvements.
- (f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of the units or portions thereof as may be provided by the Declaration of Condominium and by the Bylaws of the Association.
- (g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association, and the regulations for the use of the property of the condominium.
- (h) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties in performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repairs and replacement of common elements with funds as shall be available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the condominium, intended to provide for the use and benefit of the members of the Association.
- (j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

- (k) To encumber, lease or grant other possessory or use interests or easements in any and all property which the Association may acquire or control, including but not limited to the common elements of the condominium and any other facilities.
- (l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.
- (m) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.
- (n) To employ all personnel and engage such professional services as are reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.
- (o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.
- (p) To enact rules and regulations concerning the use and enjoyment of the units or portions thereof, the common elements and of the owners by the Association not inconsistent with the Declaration of Condominium.

**Section 3.** Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that he or such firm or corporation so interested shall be disclosed or shall have been

known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

### **ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION**

**Section 1.** The unit owners as of the date of this document's execution constitute the sole membership of this Association. Each owner of a unit or a portion thereof shall be entitled to membership in the Association. At such time as the purchase price is paid and the deed to a unit or portion thereof is issued, the owner thereof shall become a member.

**Section 2.** Ownership of a condominium unit or portion thereof shall be a prerequisite to exercising any rights as a member. A condominium unit may be owned by more than one person or by a corporation, association, partnership or trust. A condominium unit may be subdivided and such subdivided portion may be owned by more than one person or by a corporation, association, partnership or trust.

**Section 3.** Membership shall not be transferable, except as provided herein or in any Declaration of Condominium naming this Association as the association thereunder. The membership of any owner shall terminate upon the termination of the condominium, or upon transfer of ownership in the unit or portion thereof, provided the transfer is accomplished in accordance with the provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and

be vested in the new owner succeeding to the ownership interest in the unit or portion thereof, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a unit or portion thereof and thereupon terminate the transferor's membership and recognize the membership of the transferee.

#### **ARTICLE IV – TERM OF EXISTENCE**

The Association shall have perpetual existence.

#### **ARTICLE V – NAME AND PHYSICAL ADDRESSES OF THE MEMBERS**

The name and address of the members of these Articles is as follows:

**Unit 1:**

**Key Palm Insurance Inc.**  
2737 Windingwood Drive  
Clearwater, FL 33761

**Unit 2:**

**Clearwater Crossings Two, LLC**  
25 Parker's Point Blvd  
Forked River, NJ 08731

**Unit 301:**

**DMDS, LLC**  
28467 US Highway 19 N.  
Ste 301  
Clearwater, FL 33761

**Unit 302:**

**Countryside Integrated Health, LLC**  
28467 US Highway 19 N.  
Suite 302  
Clearwater, FL 33761

**Unit 401:**

**Robert Churney**  
28469 US Highway 19 N. Ste 401



Clearwater FL 33761

**Unit 402/404:**

**Gulfside Properties of Florida II, LLC**

28469 US Highway 19 North.  
402  
Clearwater, FL 33761

**Unit 5:**

**Clearwater Crossings Five, LLC**

25 Parker's Point Blvd  
Forked River, NJ 08731

**Unit 6:**

**K & H Partners, LLC**

28473 US Highway 19 North.  
Ste. 602  
Clearwater, FL 33761

**Unit 7:**

Recognized as removed from the condominium and the association.

**ARTICLE IV – OFFICERS**

**Section 1.** The officers of the Association shall consist of a President, a Secretary, a Treasurer, and any assistants to such officers or other officers as the Board of Directors may deem appropriate from time to time.

**Section 2.** The names of the duly elected officers who are currently serving and will continue to serve until the next election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Steven L. Klar	PRESIDENT	28473 U.S. Hwy. 19 N. Suite 601 Clearwater, FL 33761
Robert Churney	SECRETARY	28467 U.S. Hwy 19 N. Suite 401 Clearwater, FL 33761
Julie A. Calandro	TREASURER	28469 U.S. Hwy 19 N. Suite 402 Clearwater, FL 33763

**Section 3.** Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

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

**Section 1.** The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons.

**Section 2.** The names and addresses of the current duly elected Board of Directors and their terms of officer are as follows:

<u>Name &amp; Address</u>	<u>Term</u>
Giovatto Gessepì 28473 U.S. Hwy 19 N. Suite 302 Clearwater, FL 33761	1 yr, ending Jan 2017
Brent Gardner 28473 U.S. Hwy 19 N. Suite 102 Clearwater, FL 33761	1 yr, ending Jan 2017

Brian Suth  
28473 U.S. Hwy 19 N.  
Suite 502  
Clearwater, FL 33761

1 yr, ending Jan 2017

Robert Churney  
28467 U.S. Hwy 19 N.  
Suite 401  
Clearwater, FL 33761

1 yr, ending Jan 2017

Steven Klar  
28473 U.S. Hwy 19 N.  
Suite 601  
Clearwater, FL 33761

1 yr, ending Jan 2017

Julie A. Calandro  
28469 U.S. Hwy 19 N.  
Suite 402  
Clearwater, FL 33763

1 yr, ending Jan 2017

Daniel B. Mullet  
28467 US Highway 19 N.  
Ste 301  
Clearwater, FL 33761

1 yr, ending Jan2017

**Section 3.** At the expiration of the term of such current Director, his successor shall be elected by the members of the Association to serve for a term of one (1) year. A Director shall hold office until his successor has been elected and qualified. The voting interests of the Association may establish, by majority vote, two year alternating terms for members of the Board of Directors. By such vote the members shall also establish the method by which the alternating terms shall be initiated and shall further determine the number of members which the Board of Directors shall have.

**Section 4.** Directors may be removed with or without cause, by a majority vote of the membership at any annual meeting or any special meeting duly called therefor.

**Section 5.** In the event of a vacancy on the board by reason of death, resignation or otherwise, a majority of the Board is authorized to fill the vacancy until the next annual meeting. If after a written request of any member of the Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting.

**Section 6.** Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President, Secretary, or a majority of the Board upon written notice by telegram, personal delivery by United States mail, or by electronic mail to each Director sent at least two (2) days prior to the date of the meeting. A majority of the Directors, by waiving notice of a special meeting or consenting to or taking any action, may cause such action to be taken without a formal meeting.

## **ARTICLE VIII - BYLAWS**

The Bylaws of the Association are to be made or approved by the board of Directors initially and thereafter may be amended, altered, modified or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interest of the Developer of the condominium or the mortgagees or any condominium property or unit or portion thereof without the written consent of the Developer or the mortgagee, respectively, to the extent such written consent may be required by the Developer or mortgagee. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

## **ARTICLE IX - AMENDMENTS TO THESE ARTICLES**

**Section 1.** Amendments to these Articles of Incorporation shall be proposed to the membership of the Association in writing. A two-thirds (2/3) affirmative vote of the total voting interests of the Association shall be necessary to amend the Articles of Incorporation.

**Section 2.** No amendment shall make any change in the qualifications for membership without approval in writing of all members and the joinder of all record holders of mortgages upon any condominium property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium of the condominium governed by this Association.

## **ARTICLE X - VOTING**

**Section 1.** Each member in good standing shall be entitled to a vote equal to such member's assigned ownership percentage of the common elements. The owner of a unit shall be entitled to one (1) full vote. The owner of a portion of a unit shall be entitled to the percentage of a vote equal to the proportionate share of the common elements assigned to such subdivided portion of a unit. Any unit or portion thereof owned by more than one person or by a corporation, partnership, or trust shall be entitled to only one vote, to be cast by a designee of the holder or holders. If the designation is not filed with the Secretary prior to the commencement of the meeting in which the vote may be exercised, the unit or portion thereof shall not be voted. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owner or owners of the unit.

**Section 2.** Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or Director of the Association, or affiliated with the

Developer. No power of attorney may be used for purposes or voting. All proxies and voting trust agreements must be in writing and filed with the Secretary before the convening for each meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof.

**Section 3.** All members of the Association shall be entitled to vote upon matters affecting the Association, its property, and other possessory interests or uses and election of Directors.

**Section 4.** A membership shall be deemed in “good standing” upon evidence of ownership of a condominium unit or portion thereof and membership shall pass as an appurtenance thereto.

#### **ARTICLE XI - ADDITIONAL PROVISIONS**

**Section 1.** No officer, Director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium naming this Association as the association thereunder.

**Section 2.** The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, Directors or officers. The Association may pay compensation in a reasonable amount to its members, Directors or officers for services rendered, may confer benefits upon its members in conformity with its purpose, and upon dissolution or final liquidation may make distributions to its members as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

**Section 3.** Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

**Section 4.** Every member of the Board of Directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved, by reason of his being, or having been, a member of the Board of Directors or officer of the Association, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, whether or not he is a member of the Board of Directors or officer at the time such expenses are incurred.

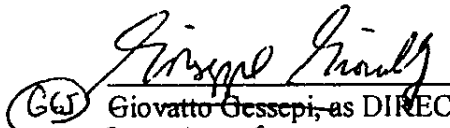
## **ARTICLE XII – SEVERABILITY**

Should any paragraph, sentence, phrase, or portion thereof, of any provision of these: Articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

## **ARTICLE XIII - APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

Pursuant w Section 48.091, Florida Statutes, JAMES HIRSCHBERGER U.S. Hwy 19 North, Suite 600, Clearwater, FL 33761, is appointed agent for service of process upon THE CROSSINGS OFFICE PARK, INC., a Corporation Not-for-Profit.

IN WITNESS WHEREOF, the duly elected Board of Directors has hereunto set their hand and seal and caused these Amended and Restated Articles of Incorporation to be executed this \_\_\_\_\_ day of November, 2014.

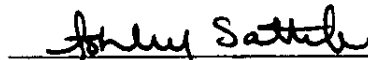
  
Giovatto Gessepi, as DIRECTOR  
Giovatto, Giuseppe

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Feb., 2016, by Giuseppe Giovatto. Who is Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

ASHLEY SATTERFIELD  
Notary Public, State of Florida  
My Comm. Expires June 18, 2018  
No. FF 134103

(AFFIX SEAL ABOVE)

  
Signature of Notary  
Ashley Satterfield  
Printed Name of Notary  
My commission expires: 6-18-2018

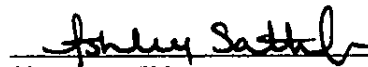
  
Brent Gardner, as DIRECTOR

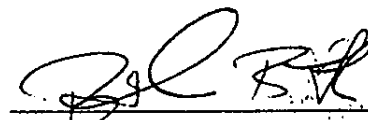
STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Feb., 2016, by Brent Gardner. Who is Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

ASHLEY SATTERFIELD  
Notary Public, State of Florida  
My Comm. Expires June 18, 2018  
No. FF 134103

(AFFIX SEAL ABOVE)

  
Signature of Notary  
Ashley Satterfield  
Printed Name of Notary  
My commission expires: 6-18-18

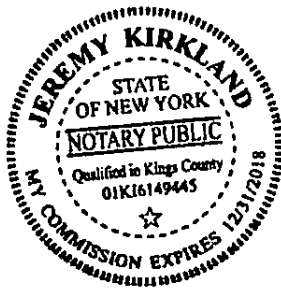
  
Brian Suth, as DIRECTOR



STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 5 day of APRIL, 2015 by BRIAN SMITH. Who is Personally Known        OR Produced Identification ✓  
Type of Identification Produced NS DL

(AFFIX SEAL ABOVE)



[Signature]  
Signature of Notary  
Jeremy Kirkland  
Printed Name of Notary  
My commission expires: 12/31/18  
[Signature]  
Robert Churney, as DIRECTOR

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25th day of Feb., 2016, by Robert Churney. Who is Personally Known ✓ OR Produced Identification         
Type of Identification Produced       

**ASHLEY SATTERFIELD**  
Notary Public, State of Florida  
My Comm. Expires June 18, 2018  
No. FF 134103

(AFFIX SEAL ABOVE)

[Signature]  
Signature of Notary  
Ashley Satterfield  
Printed Name of Notary  
My commission expires: 6-18-2018

[Signature]  
Steven Klar, as DIRECTOR


STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25th day of Feb., 2016, by Steven Klar. Who is Personally Known ✓ OR Produced Identification         
Type of Identification Produced       

**ASHLEY SATTERFIELD**  
Notary Public, State of Florida  
My Comm. Expires June 18, 2018  
No. FF 134103

(AFFIX SEAL ABOVE)

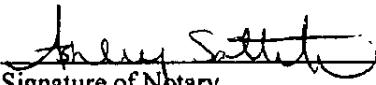
[Signature]  
Signature of Notary  
Ashley Satterfield  
Printed Name of Notary  
My commission expires: 6-18-2018

  
Julia A. Calandro, as DIRECTOR

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Feb., 2016, by Julie Calandro. Who is Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

**ASHLEY SATTERFIELD**  
Notary Public, State of Florida  
My Comm. Expires June 18, 2018  
No. FF 134103

  
Signature of Notary  
Ashley Satterfield  
Printed Name of Notary  
My commission expires: 6-18-2018

(AFFIX SEAL ABOVE)