

N95000002759

Richard H. Langley & Associates

ATTORNEYS AND COUNSELLORS AT LAW
700 ALMOND STREET
P.O. BOX 120188
CLERMONT, FLORIDA 34712-0188

JERRY RICKMAN
LEGAL ASSISTANT

(904) 394-4025
FAX (904) 394-1604

May 31, 1995

Secretary of State
Corporate Division
The Capital
Tallahassee, Florida 32304

Re: Marus Center Office Condominium Association, Inc.

Dear Sir:

Enclosed herewith please find for filing:

1. Articles of Incorporation, re: the above, original and one copy.
2. Resident's Agent form, duly executed.
3. Check in the amount of \$122.50 for filing fee.

If the enclosed meets with your approval, please register this corporation and return the certified copy of the Articles to me at your earliest convenience.

Truly yours,

Richard H. Langley
RICHARD H. LANGLEY GAVE
AUTHORIZATION BY PHONE TO

RHL/dmr

Enclosures:

CORRECT RA design
DATE 6/13
LOC. EXAM UFW

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UFW

ARTICLES OF INCORPORATION
OF
MARUS CENTER OFFICE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, by these parties, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and Certify as follows:

ARTICLE I

NAME

The name of the corporation shall be MARUS CENTER OFFICE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the provisions of Condominium Act, Chapter 718, Florida Statutes, for the operation of MARUS CENTER, an Office Condominium, to be located upon the following lands in Lake County, Florida:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

2.2 The Association shall make no distribution of income to its members, directors or Officers.

ARTICLE III

POWERS

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

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties

reasonably necessary to operate the condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including, but not limited to, the following:

(a) Assess. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

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

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

(d) Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners, as well as liability insurance for the protection of Directors of the Association.

(e) Reconstruct. To reconstruct improvements after casualty and further improve on the condominium property.

(f) Regulate. To make and amend reasonable regulations respecting the use of the property in the Condominium.

(g) Approve. To approve or disapprove the leasing, transfer, mortgage and ownership of units as provided by the Declaration of Condominium.

(h) Enforce. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the Property in the Condominium.

(i) Management Contract. To contract for the management and maintenance of the condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the Common Elements. The Association shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(j) Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(k) Payment of Liens. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units and the appurtenances thereto, and to assess the same against the Units subject to such liens.

(l) Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual Units.

3.3 The Association shall have the power to purchase a Unit in the Condominium and to hold, lease, mortgage and convey the same.

ARTICLE IV

MEMBER

4.1 The members of the Association shall consist of all of the record owners of Units in the Condominium, and after terminating of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association as required by the declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Lake County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 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 his Unit.

ARTICLE V

DIRECTORS

5.1 The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors,

nor more than five (5) Directors. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 5.3 hereof and by the By-Laws.

5.2 Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The initial Board of Directors of MARUS CENTER OFFICE CONDOMINIUM ASSOCIATION, INC. shall consist of three (3) members who need not be members entitled to vote in the Association and shall be elected by the Developer. The initial Board of Directors named in the Articles shall serve until Unit Owners are entitled to elect members to the Board of Directors as contained in the schedule set out in Sections 5.4 and 5.5 hereof. Any vacancies in the Developer-appointed Directors may be filled by the Developer appointing a replacement. All other vacancies between annual meetings of members shall be filled by the remaining Directors.

5.4 When the Developer has conveyed fifteen percent (15%) or more of the Units in the Condominium, the Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors;

Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors;

(a) Three (3) years after the Developer has conveyed four (4) of the Units that will ultimately be operated by the Association to individual purchasers; or

(b) Three (3) months after the Developer has conveyed six (6) of the Units that will ultimately be operated by the Association to individual purchasers; or

(c) When all of the Units in the Condominium have been completed and one of the Units have been sold, and none of the remaining Units are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Board of Directors shall call a special members' meeting for the

election.

5.5 The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least one (1) of the Units in MARUS CENTER, an Office Condominium.

5.6 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, are as follows:

| Name | Address |
|--------------------|---|
| Russell Lambert | 1941 Brantley Circle P.O. Box 120908 Clermont, FL 34712 |
| Marino Thomas | 993 W. Lake Shore Drive Clermont, FL 34711 |
| Richard H. Lanlgey | 700 Almond Street P.O. Box 120188 Clermont, FL 34712 |

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <u>Office</u> | <u>Name</u> | <u>Address</u> |
|---------------|-----------------|---|
| President | Russell Lambert | P.O. Box 120908 Clermont, FL 34712 |
| Secretary | Marino Thomas | 993 W. Lake Shore Drive Clermont, FL 34711 |

The street address of the initial registered office of the corporation shall be:

1941 Brantley Circle, Clermont, FL 34711

The name of the corporation's initial registered agent at such address shall be: Richard H. Langley, Esq.

ARTICLE VIII

INDEMNIFICATION

8.1 Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed by him in connection with any proceedings whether civil, criminal, administrative, or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or having served at the Association's request as a Director or Officer of any other corporation, whether or not he is a Director or Officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

8.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative, or investigative may be paid by the Association in advance of the final disposition of such action, suit, or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized in these Articles of Incorporation.

8.3 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director or Officer of another Association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation.

ARTICLE IX

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE X

AMENDMENTS

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

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

10.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by seventy-five (75%) of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than seventy-five percent (75%) of the members of the Association.

10.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of Units in the manner required for the execution of a deed.

10.4 No amendment shall make any changes in the qualifications for membership nor the voting rights of members, not any change i

Section 5.3 of Article V hereof, without approval of writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

ARTICLE XI

TERM

The term of the Association shall be perpetual.

ARTICLE XII

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

| NAME | ADDRESS |
|-----------------|---|
| Russell Lambert | 1941 Brantley Circle, Clermont, FL 34711 |
| Barbara Lambert | 1941 Brantley Circle, Clermont, FL 34711 |
| Marino Thomas | 993 West Lake Shore Drive, Clermont, FL 34711 |

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on the 31ST day of May, 1995.

Russell Lambert
RUSSELL LAMBERT

Barbara Lambert
BARBARA LAMBERT

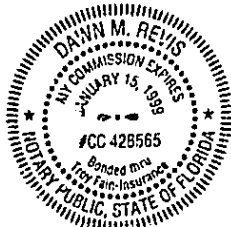
Marino Thomas
MARINO THOMAS

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day personally appeared before me, an Officer duly authorized to administer oaths and take acknowledgments, RUSSELL LAMBERT, BARBARA LAMBERT, and MARINO THOMAS, to me well known to be the persons described in and who executed the foregoing instrument, and who acknowledged before me that they executed the same for the purposes therein expressed freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 31ST day of May, 1995.

Dawn M. Revis
NOTARY PUBLIC



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, the following is submitted:

THAT MARUS CENTER OFFICE CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the LAWS OF THE STATE OF FLORIDA, with its principal place of business at the CITY OF CLERMONT, LAKE COUNTY, FLORIDA, has named RICHARD H. LANGLEY, ESQ., 700 ALMOND STREET, CLERMONT, FLORIDA, as its RESIDENT AGENT to accept service of process within FLORIDA.

I, RICHARD H. LANGLEY, HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

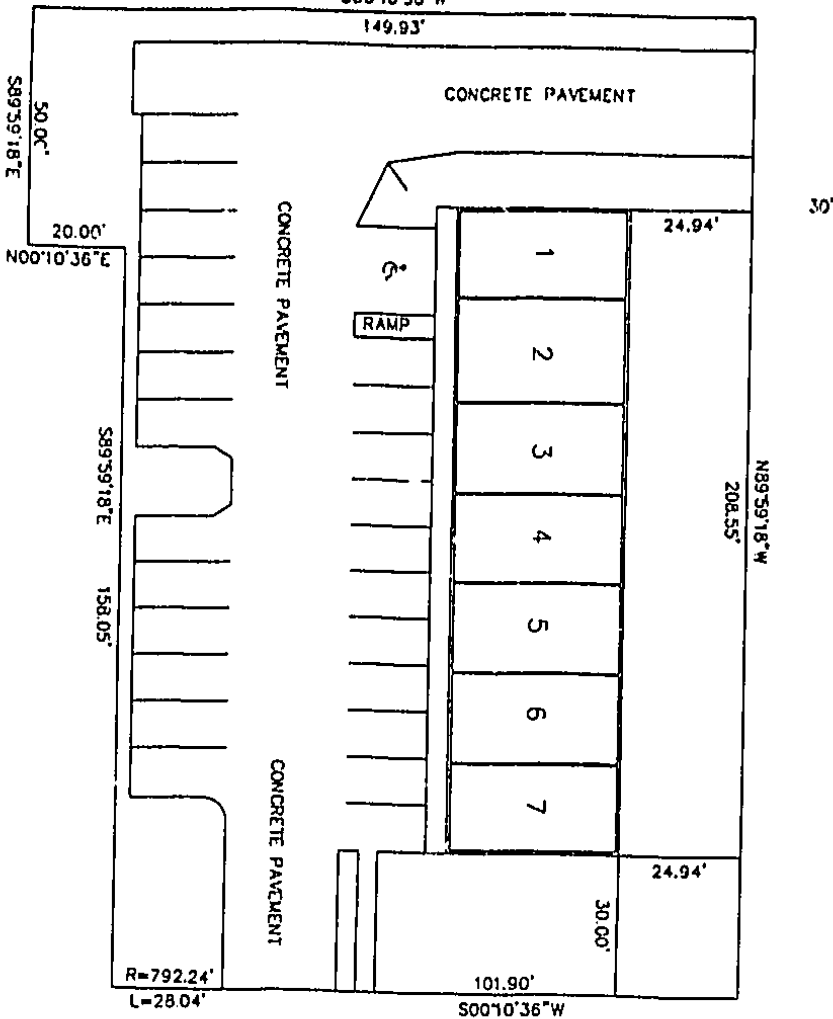


RICHARD H. LANGLEY, ESQ.

DATED: May 31, 1995

MARUS CENTER, AN OFFICE CONDOMINIUM

EXHIBIT "A"
300'10"36"W



LOTS 1,2,7 AND THE NORTH 30 FEET OF LOT 3, BLOCK 7, ACCORDING TO THE OFFICIAL MAP OF CLEMONT, AS RECORDED IN PLAT BOOK 8, PAGES 17 THRU 23, INCLUSIVE, PUBLIC RECORD OF LAKE COUNTY, FLORIDA.

BROOME STREET

EAST AVENUE



Blackburn Surveying, Inc.
L.B. # 00065228
13718 East State Road 50
Clemont, Florida 34712
(904) 394-4417
Fax (904) 394-7058