

CONTACT

OFFICE USE ONLY (Document #)

UCC FILING & SEARCH SERVICES, INC.

(Requestor's Name)

528 EAST PARK AVENUE

(Address)

TALLAHASSEE FL 32301

(City, State, Zip)

(904) 681-6528

(Phone #)

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (If known):

1 Capri Isles Condominium Association, Inc.
(Corporation Name) (Document #)

2 _____
(Corporation Name) (Document #)

3 _____
(Corporation Name) (Document #)

4 _____
(Corporation Name) (Document #)

☒ Walk In

☐ Pick Up Time

☐ Mail Out

☐ Will Wait

☐ Photocopy

☒ Certified Copy

☐ Certificate of Status

☐ Certificate of Good Standing

☐ ARTICLES ONLY

☐ ALL CHARTER DOCS

☐ Certificate of FICTITIOUS NAME

☐ FICTITIOUS NAME SEARCH

☐ CORP SEARCH

NEW FILINGS	
<input type="checkbox"/> Profit	
<input checked="" type="checkbox"/> NonProfit	
<input type="checkbox"/> Limited Liability	
<input type="checkbox"/> Domestication	
<input type="checkbox"/> Other	

AMENDMENTS	
<input type="checkbox"/> Amendment	
<input type="checkbox"/> Resignation of R A, Officer/Director	
<input type="checkbox"/> Change of Registered Agent	
<input type="checkbox"/> Dissolution/Withdrawal	
<input type="checkbox"/> Merger	

OTHER FILINGS	
<input type="checkbox"/> Annual Report	
<input type="checkbox"/> Fictitious Name	
<input type="checkbox"/> Name Reservation	

REGISTRATION/QUALIFICATION	
<input type="checkbox"/> Foreign	
<input type="checkbox"/> Limited Partnership	
<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Trademark	
<input type="checkbox"/> Other	

**HOLD FOR
PICKUP BY
UCC SERVICES**

F. CHESNER MAY 21 1996

Examiner's Initials

FILED
MAY 21 PM 1:03
TALLAHASSEE, FLORIDA

522-150

000001882680

95-201-206-01108-000

(Document #) 22.50 *** 122.50

RECEIVED
MAY 21 AM 11:13
DIVISION OF CORPORATIONS

ARTICLES OF INCORPORATION
OF
CAPRI ISLES CONDOMINIUM ASSOCIATION, INC.,
a Florida Corporation Not-For-Profit.

FILED
RECORDED
JAN 12 1986
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DADE
FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

ARTICLE I - NAME

The name of this corporation is CAPRI ISLES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association". The initial corporate office shall be located at 22284 Pineapple Walk Drive, Boca Raton, FL 33433.

ARTICLE II - PURPOSE

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

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To operate The Townhouses of Capri Isles, a Condominium, pursuant to the Florida Condominium Act, as and when the Declaration of Condominium of The Townhouses of Capri Isles, a Condominium, is recorded in the public records in the county in which the Condominium is located with these Articles attached as an exhibit thereto.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the Association.

ARTICLE III - DEFINITIONS

The terms used in these Articles and the Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Condominium of The Townhomes of Capri Isles, a Condominium,

unless herein provided to the contrary or unless the context otherwise so requires.

ARTICLE IV - POWERS AND DUTIES

This Association shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the Condominium Act.

2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration, either expressed or implied, and to take any action reasonably necessary or appropriate to operate the Condominium pursuant to the Declaration including but not limited to the following:

a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To make and collect assessments against members of the Association to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties.

3. To maintain, repair, replace, reconstruct, add to, and operate the Condominium, and other property acquired or leased by the Association for use by its members.

4. To purchase insurance upon the Condominium and insurance for the protection of the Association, its directors, officers and members, and such other parties as the Association may determine.

5. To make and amend reasonable rules and regulations for the use, maintenance and appearance of the Units and the use of the common elements and the Association property and for the health, comfort, safety, welfare and benefit of the Association's members.

6. To enforce by legal means the provisions of the Condominium Act this Declaration, these Articles, the Bylaws, and the Rules and Regulations of the Association.

7. To contract for the management and maintenance of the Condominium and to authorize a management agent or company (which may be the developer or an affiliate of the developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of the proposals, collection of assessments and other monies owed to the

Association, preparation of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes, as well as exercising such other powers and rights delegated to it by the Association which powers and rights are vested in the Association by virtue of the Declaration, those Articles, the Bylaws and the Condominium Act. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration and the Condominium Act, including but not limited to, the making of assessment, promulgation of rules, and execution of contracts on behalf of the Association.

To employ personnel necessary to perform the obligations, service's and duties required of or to be performed by the Association and for the proper operation of the Condominium and/or to contract with others, for the performance of such obligations, services and/or duties.

9. To contract for cable television and security services for the Condominium.

ARTICLE V - MEMBERS

1. The members of the Association shall consist of all of the record owners of Units. Membership shall be established as to each Unit upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Unit, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the Condominium is located of the deed or other instrument establishing the acquisition and designating the Unit affected thereby, the new Unit Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Unit Owner as to the Unit designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the Unit. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association.

2. The share of each member in the funds and assets of the Association, the common elements and the common surplus and any membership in this Association, cannot be assigned, hypothecated or transferred to any manner except as an appurtenance to the Unit for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit. In the event any Unit is owned by more than one person and/or by an

entity, the vote for such Unit shall be cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4. The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

ARTICLE VI - INCORPORATOR

The name and address of the incorporator is:

John P. Wilkes
150 North Federal Highway, Suite 200
Fort Lauderdale, FL 33301

ARTICLE VII - INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The address of the initial registered office of the Association is 22284 Pineapple Walk Drive, Boca raton, Florida 33433. The initial registered agent of the Association at that address is John P. Wilkes, P.A..

ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board which shall consist of not less than three (3) directors, and which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors. Except for directors appointed by the Developer, and except to the extent required in order to elect a full Board due to the unwillingness of Unit Owners to serve on the Board, directors are required to be Unit owners, or a shareholder, director, officer or partner of an entity which owns a Unit.

2. All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. Initially the developer shall have the right to appoint all of the directors. When members other than the developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the members other than the developer shall be entitled to elect not less than one-third (1/3) of the directors. Members other than the developer shall be entitled to elect not less than a majority of the directors upon the earlier of

the following:

a. Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

b. Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

c. When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the other are being offered for sale by the developer, in the ordinary course of business;

d. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

e. Seven (7) years after the first Unit in the Condominium is conveyed by the developer.

4. The Developer is entitled to elect at least one director as long as the developer holds for sale in the ordinary course of business at least five (5%) percent of the Units that will be operated ultimately by the Association. Thereafter all of the directors shall be elected by the members in the manner determined by the Bylaws.

5. Notwithstanding the foregoing, the Developer may waive its right to elect one or more directors which it is entitled to elect, by written notice to the Association, and thereafter such directors shall be elected by the members.

6. Within sixty (60) days after the members other than the developer are entitled to elect one or more directors, the Association shall call, and give not less than thirty (30) days or more than forty (40) days notice of, meeting of the members to elect the directors which the members are then entitled to elect. The meeting may be called and the notice given by a Unit owner if the Association fails to do so. Thereafter, the directors which the members are entitled to elect shall be elected at the annual meeting of the members.

7. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws, however any director appointed by the developer may only be removed by the developer, and any vacancy on the Board shall be appointed by the developer if, at the time such vacancy is to be filled, the number of directors appointed by the developer is less than the maximum

number of directors which may, at that time, be appointed by the developer as set forth above.

8. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

Giovanni Varsi, 22284 Pineapple Walk Drive, Boca Raton, Florida 33433

Carmino Varsi, 726 Havana Drive, Boca Raton, Florida 33487

Antonietta Wetzstein, 726 Havana Drive, Boca Raton, Florida 33487

ARTICLE IX - OFFICERS

The officers of the Association shall be a president, vice-president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board and the Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

Giovanni Varsi

-

President

ARTICLE X - INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys fees), judgments, liens and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall

have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which the action or suit was brought shall determine. Upon application, if it is determined by the Association that despite the adjudication of liability, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity, then such person shall be entitled to be reimbursed for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, in and of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under paragraph 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth hereinabove. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other right to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office shall continue as to the person who has ceased to be a director, officer, employee, or agent

and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XI - BYLAWS

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

ARTICLE XII - AMENDMENTS

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

1. A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

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

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

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

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

satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration. No amendment to these Articles shall be made which discriminates against any Unit owner or affects less than all of the Unit owners without the written approval of all of the Unit owners if so discriminated against or affected.

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

WHEREFORE, the Incorporator and the Initial Registered Agent have executed these Articles on this 14th day of November, 1995. By executing these Articles, the undersigned registered agent accepts the appointment of registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.

Incorporator

(SEAL)

Initial Registered Agent

(SEAL)

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
JOHN P. WILKES

(Incorporator) and JOHN P. WILKES (Initial
Registered Agent) to me well known to be the persons described in
or who produced _____ as identification and who
executed and subscribed to the foregoing Articles of Incorporation,
and ~~they~~ acknowledged to and before me that ~~they~~ executed and

subscribed to the same for the purposes herein expressed and who did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid this 14 day of November, 1995.

My Commission Expires:

Melanie Taffel
Notary Public

Melanie Taffel
Notary Public: Print Name



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In accordance with Section 48.091 and Section 607.0501(3), Florida
Statutes, the following is submitted in compliance with said
Sections:

CAPRI ISLES CONDOMINIUM ASSOCIATION, INC., desiring to organize
under the laws of the State of Florida with its principal office as
indicated in the Certificate of Incorporation, at the City of
Boca Raton County of Palm Beach, State of
Florida, has named John P. Wilkes, P.A. located
at 22284 Pineapple Walk Drive, Boca Raton, Florida 33433 as
its agent to accept service of process within this State

ACKNOWLEDGMENT:

Having been named to accept service of process for the above
named corporation, at the place designated in this Certificate, I
hereby accept to act in this capacity and agree to comply with the
provisions of said Sections relative to keeping open said office.



Registered Agent

FILED
96 MAY 21 PM 1:09
CLERK OF STATE
TALLAHASSEE, FLORIDA

N96000002692

LAW OFFICES
JOHN P. WILKE
PROFESSIONAL ASSOCIATION
SUITE 200
150 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33301

TELEPHONE (954) 407-0000

FACSIMILE (954) 407-0000

March 24, 1997

Via Federal Express

Ms. Thelma Lewis
Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Re: Amendment to Articles of Incorporation of
Capri Isles Condominium Association, Inc.

200002125052--5
-03/26/97--01109--006
*****35.00 *****35.00

Dear Ms. Lewis:

Pursuant to our telephone conversation today, enclosed please the original and one (1) copy of the Articles of Amendment No. 1 to the Articles of Incorporation on the above-referenced Corporation, along with our Trust Account Check in the amount of \$35.00, as the filing fee. Please return to this office a filed copy of this Amendment by Federal Express for delivery to this office by Wednesday, March 26, 1997. I have enclosed a Federal Express envelope and airbill for your convenience.

Should you have any questions regarding the foregoing, please call me.

Sincerely,

Jean T. Sherman
JEAN T. SHERMAN
Legal Assistant

JTS
Enclosures

Amend
FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 MAR 25 AM 11:35
TLL MAR 25 1997

**ARTICLES OF AMENDMENT NO. 1
TO THE ARTICLES OF INCORPORATION OF**

Pursuant to Section 617.1002 and 617.1006 of the Florida Not For Profit Corporation Act, the Articles of Incorporation of Capri Isles Condominium Association, Inc. (the "Corporation"), are hereby amended according to these Articles of Amendment:

FIRST: The name of the Corporation is Capri Isles Condominium Association, Inc.

SECOND: The Articles of Incorporation shall be amended as follows:

Article VIII.6 is hereby amended to read as follows:

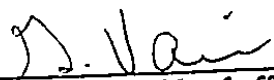
"Article VIII.6. Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or members of Board of Directors the Association shall call and give not less than sixty (60) days notice of an election for the members of the Board of Directors. The meeting may be called and notice may be given by Unit Owner, if the Association fails to do so. Thereafter, the Directors, which the members are entitled to elect, shall be elected at the annual meeting of the members."

Article IX is hereby amended to add the following:

"Carmine Varsi - Vice President
Antonieta Wetzine - Secretary/Treasurer"

THIRD: The foregoing amendment was adopted by written consent of the directors of the Corporation, on the date hereof there are no members of the Association.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed this instrument this 4th day of March, 1998.



[Insert name & title of officer]
GIOVANNI VARSI, President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 MAR 25 AM 11:35