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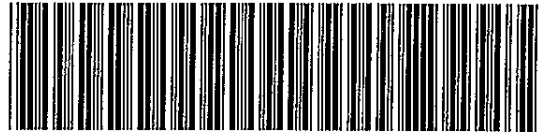
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8-23

TRANSMITTAL LETTER

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

SUBJECT: 1000 Channelside Condominium Association, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are 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 + 2 ADDITIONAL PAGES
ADDITIONAL COPY REQUIRED
 \$87.50 Filing Fee, Certified Copy & Certificate of Status

FROM: Robin Izzo - Awerbach, Murphy & Cohn, P.A.
Name (Printed or typed)

2600 McCormick Drive, Suite 235
Address

Clearwater, FL 33759
City, State & Zip

727-725-3227
Daytime Telephone number

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

**ARTICLES OF INCORPORATION
OF
1000 CHANNELSIDE
CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit under the laws of the State of Florida

The undersigned hereby form a corporation not for profit under chapter 617, Florida Statutes, and certify as follows:

**ARTICLE 1
NAME, PRINCIPAL OFFICE AND REGISTERED AGENT**

1.1 Name. The name of the corporation is 1000 Channelside Condominium Association, Inc., a corporation not for profit (the "Association.")

1.2 Principal Office. The street address and mailing address for the principal office of the Association is 610 Garrison Cove Lane, Tampa, FL 33602.

1.3 Registered Agent. The initial registered agent for the Association is Rey Ortega. The street address of the initial registered office of the Association is 610 Garrison Cove Lane, Tampa, FL 33602.

**ARTICLE 2
PURPOSE**

2.1 Purpose. The Association is organized pursuant to chapter 718, Florida Statutes, for the purpose of operating 1000 Channelside, a Condominium, located in Hillsborough County, Florida pursuant to the Declaration of Condominium for 1000 Channelside, a Condominium.

**ARTICLE 3
DEFINITIONS**

3.1 Definitions.

(a) "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended to the date of recording of the Declaration.

(b) "Articles" means these Articles of Incorporation of the Association, as the same may be amended from time to time.

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(c) "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against each Unit Owner as set forth in Article 7 of the Declaration, which term includes both Annual Assessments and Special Assessments.

(d) "Association" means 1000 Channelside Condominium Association, Inc., a Florida not for profit corporation, and its successors and assigns.

(e) "Association Documents" means this Declaration, the Articles, the Bylaws and the Rules and Regulations, as the same may be amended from time to time.

(f) "Board of Directors" means those persons elected or appointed as the board of directors of the Association.

(g) "Bylaws" means the Bylaws of the Association, as the same may be amended from time to time, a copy of which is attached as Exhibit "E" to the Declaration.

(h) "Common Elements" means the portion of the Condominium Property not included in the Units, as more fully set forth in Section 3.2 of the Declaration.

(i) "Common Expenses" means:

(A) any and all costs, expenses and liabilities incurred by or on behalf of the Association, in the performance of its duties, including, without limitation, costs, expenses and liabilities for (1) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Elements; (2) providing facilities, services and other benefits to Owners; (3) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (4) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto; (5) regulating and managing the Condominium; (6) operating the Association; (7) obtaining insurance for the Condominium Property and for officers and directors; (8) in-house and/or interactive communications or surveillance systems; (9) real property taxes and assessments and other maintenance expenses attributable to the Units acquired or leased by the Association; (10) all expenses of installations, repair and maintenance of any hurricane shutters approved by the Board of Directors; (11) any unpaid Share of Common Expenses in Assessments extinguished by a foreclosure of a superior lien or deed in lieu of foreclosure; (12) all expenses for cost sharing and maintenance of areas over which the Association and the Owners have easements; (13) any other valid expenses or debts of the Condominium as a whole or the Association, which are assessed against the Unit Owners; and

(B) reserves for any such costs, expenses and liability.

(j) "Condominium" means 1000 Channelside, consisting of the Units and the Common Elements.

(k) "Condominium Property" means and includes all lands that are subjected to condominium ownership, whether or not contiguous, together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(l) "Declaration" means this Declaration of Condominium of 1000 Channelside, as amended from time to time.

(m) "Developer" means Cruise View, L.L.C., a Florida limited liability company and its successors and assigns. Developer may assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium.

(n) "Director" means a duly elected or appointed member of the Board of Directors.

(o) "Membership" means a membership in the Association and the rights granted to Owners pursuant to the Declaration and the other Association Documents to participate in the Association.

(p) "Non-Residential Unit" means any Unit which is designated on the Plat and identified on Exhibit "B" to the Declaration for non-residential uses.

(q) "Officer" means a duly elected or appointed officer of the Association.

(r) "Owner" means the record holder of legal title to the fee simple interest in any Unit. If there is more than one record holder of legal title to a Unit, each record holder shall be an Owner. The term "Owner" includes Developer to the extent that Developer is the record holder of legal title to the fee simple interest in a Unit. Unless specifically differentiated herein, references to "Owner" or "Unit Owner" shall include the Owners of Residential and Non-Residential Units.

(s) "Residential Unit" means any Unit which is designated on the Plat and identified on Exhibit "B" to the Declaration for single family residential use.

(t) "Rules and Regulations" means any instruments adopted by the Association for the regulation and management of the Condominium, as the same may be amended from time to time.

- (u) "Unit" means a physical portion of the Condominium that:
 - (1) is created by the Declaration;
 - (2) is designated for separate ownership; and
 - (3) has boundaries that are described in the Declaration or shown on the Plat. Unless specifically differentiated herein, references to "Unit" shall include the Residential Units and the Non-Residential Units.

ARTICLE 4
POWERS AND DUTIES

4.1 Powers and Duties. The Association's powers and duties are to:

- (a) insure, construct, improve, repair, replace, alter and maintain the Common Elements;
- (b) provide certain facilities, services and other benefits to the Owners;
- (c) administer and enforce the provisions of the Act, the Declaration, the Articles, By-Laws and the Rules and Regulations;
- (d) levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto;
- (e) purchase adequate insurance to protect the Association, the Association property, the Common Elements, and the Condominium Property, as provided by section 718(11), Florida Statutes;
- (f) make and amend the Rules and Regulations;
- (g) approve or disapprove the transfer, leasing, mortgage and ownership of Units;
- (h) take any action that it deems necessary or appropriate to protect the interests of Owners;
- (i) regulate and manage the Condominium;
- (j) undertake such other matters as may be set forth in the Articles and Bylaws and which are deemed to be necessary or convenient by the Board.

In order to accomplish the Association's purpose and perform its duties, the Association may:

- (a) take any and all actions that it deems necessary or advisable to accomplish its purpose and perform its duties;
- (b) exercise any powers conferred on it by the Act, the Declaration or any Association Document; and
- (c) exercise all powers that may be exercised in Florida by not for profit corporations.

Without in any way limiting the generality of the above, the Association may, but is not obligated to undertake all powers set forth in the Articles, including without limitation, the following:

- (a) provide certain facilities and services to the Owners, such as (1) recreational facilities and services, (2) water, sewer, gas, electric, cable television and other utility services, (3) pest control services, and (4) trash collection facilities and services;
- (b) acquire, sell, lease and grant easements or licenses over, across and through Common Elements;
- (c) borrow monies and grant security interests in the Common Elements and in the assets of the Association as collateral therefor;
- (d) make capital improvements, repairs and replacements to Common Elements;
- (e) purchase Officers' and Directors' liability insurance coverage;
- (f) contract for the operation, administration and management of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, 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. Provided, however, the Association and its officers shall retain at all times the powers and duties granted by the Act and the Declaration, including, but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

(g) hire and terminate employees, agents and independent contractors; and

(h) enter upon each Unit at reasonable hours as may be necessary for the maintenance, repair, or replacement of the Common Elements or at any time make reasonable repairs necessary to prevent damage to the Common Elements or another Unit.

4.4 Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.5 Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, Directors, or Officers.

4.6 No Shares of Stock. The Association shall not have or issue shares of stock.

4.7 Limitations on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE 5 **MEMBERSHIPS**

5.1 Membership. There shall be one Membership appurtenant to each Unit.

5.2 Change of Membership. After receiving any approval of the Association required by the Declaration, transfer of Membership in the Association shall be evidenced by the recording in the Public Records of Hillsborough County, Florida, of a deed or other instrument evidencing a change of record title to a Unit and the delivery to the Association of a copy of such instrument.

5.3 Limitation on Transfer of Memberships. The Membership appurtenant to a Unit may not be assigned or transferred separate from such Unit.

5.4 Voting. Each Membership appurtenant to a Residential Unit shall be entitled to one (1) vote at Association meetings and each Membership appurtenant to a Non-Residential Unit shall be entitled to two (2) votes at Association meetings, notwithstanding that the same Owner(s) may own more than one (1) Unit, or that more than one (1) Owner owns a Unit. The manner of exercising voting rights shall be determined by the Bylaws.

ARTICLE 6
DIRECTORS

6.1 Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Two (2) of the Directors shall be elected by the Residential Unit Owners and one(1) Director shall be elected by the Non-Residential Unit Owners.

6.2 Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members of the Association. Directors may be removed and vacancies on the Board of Directors filled in the manner provided by the Bylaws.

6.3 First Election of Directors. The Directors named in these Articles shall serve until the first annual election of Directors by the members, and any vacancies in their number occurring before the first election shall be filled by the Developer, or in the event of its failure to do so, by the remaining Directors, except as otherwise specifically required by Florida law.

6.4 First Board of Directors. The names and addresses of the initial Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Dennis Campbell 610 Garrison Cove Lane, Tampa, FL 33602

Rey Ortega 610 Garrison Cove Lane, Tampa, FL 33602

William Arrington 610 Garrison Cove Lane, Tampa, FL 33602

ARTICLE 7
OFFICERS

7.1 Officers. The affairs of the Association shall be administered by a President, Vice President, Secretary and Treasurer and such other Officers as may be designated by the Bylaws. 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 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 and elected by the Board of Directors are as follows:

Rey Ortega 610 Garrison Cove Lane, Tampa, Florida 33602
President/Treasurer

Dennis Campbell 610 Garrison Cove Lane, Tampa, Florida 33602
Vice President/Secretary

The Directors and Officers may lawfully and properly exercise the powers set forth in Article 4, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interests in the entity or entities with whom the corporation enters into such agreements.

ARTICLE 8 **INDEMNIFICATION**

8.1 Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal 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 Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursements as being in 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.

ARTICLE 9 **BYLAWS**

9.1 Bylaws. The Bylaws shall be adopted by the Board of Directors of the Association and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 10 **AMENDMENTS**

10.1 Amendments. Subject to the provisions of Section 10.2 of this Article 10, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) 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.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the votes allocated to all Memberships. Except as elsewhere provided, approval of such an amendment must be by not less than seventy-five percent (75%) of the votes allocated to all Memberships.

10.2 Limitation on Amendments. No amendments shall make any changes in the qualifications for Membership nor the voting rights of members, without approval in writing by one hundred percent (100%) of the votes allocated to all Memberships. No amendment shall be made that is in conflict with the Act or the Declaration.

10.3 Certification. A copy of each amendment shall be certified by the Secretary of State of Florida and be recorded in the Public Records of Hillsborough County, Florida.

ARTICLE 11 **TERM**

11.1 Term. The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration, and in the event of such termination, the Association shall be dissolved in accordance with the law.

ARTICLE 12 **DEVELOPER**

12.1 Developer. The Developer of the Condominium is Cruise View, LLC, a Florida limited liability company.

12.2 Rights of the Developer. The Developer shall have all of the rights set forth in the Act and Declaration.

ARTICLE 13 **SUBSCRIBER/INCORPORATOR**

13.1 Names and Address. The name and address of the subscriber/incorporator of these Articles is Michael A. Cohn, Esquire, Awerbach, Murphy & Cohn, P.A., 2600 McCormick Drive, Suite 235, Clearwater, Florida 33759.

IN WITNESS WHEREOF, the subscriber (incorporator) has hereunto affixed his signature on this August 22, 2003.

Michael A. Cohn
Michael A. Cohn

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this August 22, 2003, by Michael A. Cohn, who is personally known to me.

 Anna M. Chapman
Commission # DD 014817
Expires April 18, 2005
Bonded Through
Atlantic Bonding Co., Inc.

Anna M. Chapman
Notary Public
My Commission Expires:

I am familiar with and accept the obligations, duties and responsibilities as Registered Agent and agree to accept service of process for 1000 Channelside Condominium Association, Inc., and I further agree to comply with the provisions of all statutes relative to the proper performance of my duties.

Dated:

Rey Ortega
Rey Ortega

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this August 22, 2003, by Rey Ortega, who is personally known to me or who has produced a driver's license as identification.

Anna M. Chapman
Notary Public
My Commission Expires:

 Anna M. Chapman
Commission # DD 014817
Expires April 18, 2005
Bonded Through
Atlantic Bonding Co., Inc.

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