

Division of Corporations

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Division of Corporations

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FLORIDA NON-PROFIT CORPORATION

Douglas Place Residential Condominium Association, Inc.

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ARTICLES OF INCORPORATION

OF

DOUGLAS PLACE RESIDENTIAL CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

The undersigned Subscribers by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to Chapters 617 and 718 of the Florida Statutes and hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME AND PRINCIPAL OFFICE

The name of the corporation shall be DOUGLAS PLACE RESIDENTIAL CONDOMINIUM ASSOCIATION, INC. (the "Association"), whose mailing address and principal office is 2501 Douglas Road, Miami-Dade County, Florida. The address of the Association may be changed by the Board of Directors without amendment to these Articles.

ARTICLE II
PURPOSE

The purpose and objects of the Association shall be to administer, operate and manage DOUGLAS PLACE located in Dade County, Florida (the "Condominium"), a condominium project to be established in accordance with the Condominium Act of the State of Florida (the "Condominium Act") and to undertake the performance of the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and in the Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Dade County, Florida, at the time the property referred to in the Declaration and the improvements now or hereafter situate thereon are submitted to a plan of condominium ownership, and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

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ARTICLE III
POWERS

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

1. Except as may be limited by these Articles of Incorporation, the Declaration and the Condominium Act, the Association shall have all of the common law and statutory powers and privileges of a corporation not for profit.

2. The Association shall have all of the powers and duties set forth in the Condominium Act and all powers and duties reasonably necessary to implement and effectuate the purposes of the Association, including, but not limited to, the following:

(a) To make and amend reasonable rules and regulations governing the use of Condominium Units, Common Elements and Limited Common Elements, if any, in the Condominium, as said terms are defined in the Declaration.

(b) To levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as may be provided in the Declaration and in the Bylaws of the Association which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Condominium Units in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

(c) To maintain, repair, replace, operate and manage the Condominium and the property comprising the same, including the right to (i) enter the Units during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the Common Elements or another Unit or Units and (ii) reconstruct improvements after casualty and (iii) make further improvement of the Condominium property.

(d) To contract for the management of the Condominium and of any facilities used by the Unit Owners and to delegate to such contractor all duties of the Association, except those which the Condominium Act prohibits being delegated and those which may be required by the Declaration to have approval of the Board of Administration or of the members of the Association.

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(e) To enforce the Condominium Act, the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association which may hereafter be adopted, and the rules and regulations governing the use of the Condominium as the same may hereafter be established.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon, the Association, pursuant to the Declaration.

(g) To execute contracts, deeds, mortgages, leases and other instruments by its officers, and to acquire, own, convey, lease and encumber real and personal property including without limitation Units in the condominium.

(h) To institute legal proceedings to protect any rights of the Association or the Condominium Unit Owners as a group and to settle such suit as it deems in the best interests of the Association or Condominium Unit Owners without obtaining the approval of the Condominium Unit Owners to such settlement unless such approval is specifically required by the Bylaws.

(i) To obtain and maintain adequate hazard and liability insurance to protect the Association and the Common Elements.

(j) To employ personnel to perform the services required for proper operation of the Condominium.

(k) To borrow money on behalf of the Association when required; provided, however, that (i) for the borrowing of any sum in excess of Twenty Thousand Dollars (\$20,000.00) it shall be required that the consent of at least two-thirds (2/3rds) of the voting members is obtained at a meeting duly called and held for such purpose in accordance with the provisions of the Bylaws, (ii) no lien to secure repayment of any sum borrowed may be created on any Unit without the consent of the Owner of such Unit.

(l) To grant, modify or move any easement which constitutes part of or crosses the Common Elements, without the joinder of any Unit Owner being required for such purpose.

(m) To pay all local taxes that may be assessed by the City of Surfside against the common elements of the condominium.

ARTICLE IV MEMBERS AND QUORUM

The qualification of the members of the Association, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

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1. The owners of all Condominium Units in the Condominium shall automatically and mandatorily become members of the Association, and no other persons or entities shall be entitled to membership, except as provided in paragraph 5 of this Article IV.

2. Membership in the Association shall be established by the acquisition of a fee title or fee ownership interest in a Condominium Unit in the Condominium, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to, or his entire fee ownership in, any Condominium Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more Condominium Units, so long as such party shall retain fee title to, or fee ownership interest in, any Condominium Unit.

3. The interest 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 Condominium Unit. The funds and assets of the Association shall be subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Condominium Unit in the Condominium. The votes may be exercised or cast by the owner or owners of each Condominium Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any member own more than one Condominium Unit, such member shall be entitled to exercise or cast one vote for each Condominium Unit he owns in the manner provided by the Bylaws.

5. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised of the Subscribers to these Articles of Incorporation, and in the event of the resignation or termination of any Subscriber as a member of the Association, the remaining Subscribers may nominate and designate a successor member. Each of the Subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote. Upon submission of the Condominium to condominium ownership by recordation of the Declaration, the Subscribers' rights and interests as members of the Association shall automatically terminate; and the Condominium Unit owners within the Condominium, which shall mean in the first instance the Developer as the owner of all Condominium Units, shall be entitled to exercise all of the rights and privileges of membership in the Association.

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6. The presence at a meeting of persons entitled to cast 33 1/3% of the votes of the members shall constitute a quorum at a meeting of the members. If a quorum is present, the acts approved by a majority of those present at the meeting and entitled to vote on the subject matter shall constitute the acts of the member.

ARTICLE V

TERM

The Association shall have perpetual existence.

ARTICLE VI

MANAGEMENT OF ASSOCIATION AND OFFICERS

The affairs of the Association shall be managed by its Board of Administration, who may delegate certain or all such duties to the officers of the Association which officers shall include a President, a Vice President, a Secretary and a Treasurer, and such additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration may designate from time to time. The President shall be elected from the membership of the Board of Administration, but no other officer need be a member of the Board of Administration. Any person may hold two offices, the duties of which are not incompatible. The Board of Administration or the President, with the approval of the Board of Administration, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or the Board of Administration or an officer of the Association, as the case may be.

The officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

<u>NAME</u>	<u>OFFICE</u>
Wilson J. Alayo	President/Secretary
Gema Alayo	Vice President
Maria Bameiro	Treasurer

ARTICLE VII

ASSOCIATION CONTROL

The number of members of the first Board of Administration ("Directors") of the Association shall be three. The number of

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Directors on succeeding Boards of Administration shall not be less than three (3) and may be increased from time to time as determined by the Bylaws. The Directors shall be elected by the members of the Association at the Annual Meeting of the membership as provided by the Bylaws of the Association, subject to the following rights of the Developer:

1. So long as V & P Partners, LLC, a Florida limited liability company (hereinafter collectively referred to as the "Developer") owns any Condominium Unit in the Condominium, the Developer shall have the right to elect the entire Board of Administration except as hereafter limited:

a. When Unit owners other than the Developer own fifteen percent (15%) of the Units contemplated 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 Administration of the Association.

b. Unit Owners other than the Developer shall be entitled to elect a majority of the members of the Board of Administration on the earliest of the following: (i) three (3) years after fifty percent (50%) of the Units to be ultimately operated by the Association have been conveyed by the Developer to Purchasers or (ii) three (3) months after ninety percent (90%) of the Units to be ultimately operated by the Association have been conveyed by the Developer to Purchasers, or (iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or (iv) 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, whichever shall first occur, or (v) seven years after the recordation of the Declaration of Condominium.

c. The Developer shall be entitled to elect not less than one (1) member of the Board of Administration so long as the Developer holds for sale in the ordinary course of business at least 5 percent of the total Units to be operated by the Association.

Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration of the Association the Association shall call and give not less than sixty (60) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

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2. While the Developer owns any Units in the Condominium, none of the following actions may be taken without approval in writing by the Developer:

a. Assessment of the Developer as a Unit Owner for capital improvements.

b. Any action by the Association that would be detrimental to the sales of Units by the Developer.

Without limiting the generality of the foregoing, no amendment to these Articles, the Declaration of Condominium, the Bylaws or any other condominium document shall be adopted which in any way shall limit the complete and absolute right of the Developer to determine, at its sole discretion, to whom and on what terms and conditions a Unit is to be sold and to make such sale and thereafter convey the Unit without procuring the approval of (a) this Association or its Officers or Board of Administration, or (b) the members of this Association or the owners of the Condominium Units, or (c) any parties whomsoever. The rights reserved to the Developer under this Article VII(2) shall only apply to units owned by the Developer.

3. The qualifications for membership in the Board of Directors and the manner in which vacancies in the Board shall be filled shall be as set forth in the Bylaws of the Association, subject however to (i) the right of the Developer to elect such persons as it may deem appropriate to the Board of Administration, which persons need not be Unit Owners or meet any other qualification for membership on the Board of Directors which may otherwise be established in the Bylaws and (ii) the right of the Developer to fill any vacancy created in the Board of Administration by the death, resignation or removal of a Director elected by the Developer with another Director elected by the Developer, unless such resignation is for purposes of turning over control of the Association to the Unit Owners pursuant to the provisions of Section 1 of this Article VII.

4. At the time the unit owners, other than the Developer, elect a majority of the member of the Board of Administration, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. At such time, the Developer shall deliver to the Association those items specifically enumerated in Section 718.301(4) of the Florida Statutes, excluding item (c) which the Developer shall deliver not more than ninety (90) days thereafter.

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ARTICLE VIII
INITIAL BOARD OF ADMINISTRATION

The names and post office addresses of the first Board of Administration who, subject to the provisions of these Articles of Incorporation, the Bylaws and the laws of the State of Florida, shall hold office for the first year of the Association's existence or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Wilson Alayo	2307 Douglas Road Suite 500 Miami, FL 33145
Gema Alayo	2307 Douglas Road Suite 500 Miami, FL 33145
Maria Bameiro	2307 Douglas Road Suite 500 Miami, FL 33145

The Board of Administration shall manage the affairs of the Association in a manner consistent with the provisions of the Declaration of Condominium, the Bylaws and these Articles of Incorporation.

ARTICLE IX
INCORPORATOR

The names and post office addresses of the Incorporator to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Wilson J. Alayo	2307 Douglas Road Suite 500 Miami, FL 33145

ARTICLE X
BYLAWS

The initial Bylaws of the Association are those annexed to the Declaration of Condominium to be made by the Developer of the Condominium, and to be recorded among the Public Records of Dade County, Florida. Such Bylaws, subject to the provisions herein and therein contained, may be altered, amended or added to in the manner provided by such Bylaws and in accordance with the requirements of Chapters 617 and 718, Florida Statutes.

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ARTICLE XI
INDEMNIFICATION

Every member of the Board of Administration 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 upon, him in connection with 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 Administration or an officer of the Association, whether or not he is a member of the Board of Administration or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Administration or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the member of the Board of Administration or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Administration approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such member of the Board of Administration or officer may be entitled.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association on behalf of the director, officer, employee or agent in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Administration in the specific case, upon receipt of an undertaking by or on behalf of said director, 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 in this Article.

ARTICLE XII
AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Condominium Units in the Condominium, whether meeting as members, or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Administration or Association members, such proposed amendment or amendments shall be transmitted to the President of the Association or in the absence of the President, to any other officer of the Association, who shall call a Special Meeting of the members of the Association for a date no sooner than fourteen (14)

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days, nor later than forty-five (45) days from the receipt by him of the proposed amendment or amendments.

It shall be the duty of the Secretary to give each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. The notice shall be posted in a conspicuous place on the Condominium property and be mailed or presented personally to each member not less than fourteen (14) days, nor more than forty-five (45) days, before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member.

At such meeting, the amendments proposed must be approved by an affirmative vote of the members representing not less than seventy-five percent (75%) of the Association membership in order for such amendment or amendments to become effective. At any meeting held to consider such amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting. If an amendment is approved, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State, State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Dade County, Florida, within thirty (30) days from the date on which the same are so registered.

Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer (including the right to designate and select Directors as provided in Article VII hereof) may be adopted or become effective without the prior written consent of the Developer.

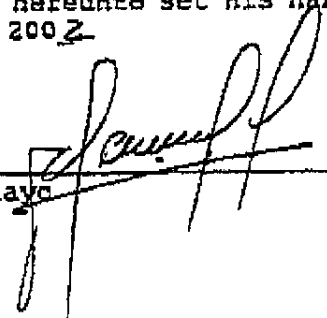
No amendment to these Articles of Incorporation shall be adopted which would operate to prejudice or impair the rights or privileges of any institutional first mortgagee as such rights and privileges have been established in the Declaration.

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ARTICLE XIII
REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be at 2307 Douglas Road, #500, Miami, Florida 33145 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be V & P Partners, LLC, a Florida limited liability company.

IN WITNESS WHEREOF, the Incorporator has hereunto set his hand and seal this 11th day of April, 2002



Wilson Alayo

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**CERTIFICATE OF REGISTERED AGENT
OF
DOUGLAS PLACE RESIDENTIAL CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapters 48.091 and 617.023 of the Florida Statutes, the following is submitted in compliance therewith:

That DOUGLAS PLACE RESIDENTIAL CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, in the County of Dade, State of Florida, has named V & P Partners, LLC located at 2307 Douglas Road, Suite 500, Miami, Florida 33145 as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby I am familiar with and accept the duties and responsibilities as registered agent for said corporation.

DATED this 11 day of April, 2002

V & P PARTNERS, LLC, a Florida
limited liability company

BY: _____

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