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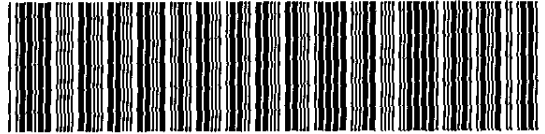
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W03-17648

Bm 6/23

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

1. SOUTH POINTE COVE CONDOMINIUM ASSOCIATION  
(Corporation Name) (Document #)

2. INC.  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

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NEW FILINGS	
<input checked="" type="checkbox"/>	Profit
<input 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

Examiner's Initials



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

June 19, 2003

LAZARUS

SUBJECT: SOUTH POINTE COVE CONDOMINIUM ASSOCIATION INC.  
Ref. Number: W03000017648

We have received your document for SOUTH POINTE COVE CONDOMINIUM ASSOCIATION INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must list the corporation's principal office and/or a mailing address in the document.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6931.

Becky McKnight  
Document Specialist  
New Filings Section

Letter Number: 103A00037781

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03 JUN 20 PM 2:57  
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03 JUN 20 PM 12:55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
SOUTH POINTE COVE CONDOMINIUM ASSOCIATION, INC.  
a Florida not-for-profit corporation

The undersigned by these Articles, hereby form this not-for-profit corporation under the laws of the State of Florida, pursuant to Chapter 6127, Florida Statutes, and certify as follows:

ARTICLE I

Name and Definitions

The name of the corporation shall be SOUTH POINTE COVE CONDOMINIUM ASSOCIATION INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as the Articles, and the By-Laws of the Association as the By-Laws. *The principal office is: 21801 S.W. 98th Place Miami, Florida 33190*

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act (as defined in Florida Statutes 718, et seq.) as it exists on the date hereof (the "Act") for the operation of that certain condominium in Miami-Dade County, Florida, known SOUTH POINTE COVE CONDOMINIUM ASSOCIATION, INC. Said Condominium is herein called (the "Condominium") and the Declaration of Condominium whereby the same has or will be created is hereby called "Declaration". The land of the Condominium is that property lying and situated in Miami-Dade County, Florida:

Legal Description is Attached as Exhibit "A"

And as such Association, to operate and administer said Condominium and to carry out the functions and duties of said Condominium as set forth in the Declaration of SOUTH POINTE COVE CONDOMINIUM, when recorded in the Public Records of Miami-Dade County, Florida.

ARTICLE III

Powers

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

3.1 Enumeration. The Association shall have all of the powers and duties set forth in the Florida Condominium Act, these Articles and the Declaration, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as it may be amended from time to time.

3.2 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

3.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in acceptance with the provisions of the Declaration, these Articles and the By-Laws.

3.4 Distribution of Income. The Association shall make no distribution of income to its members, directors, or officers.

3.5 Specific Powers. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which is formed is to provide for maintenance, preservation and architectural control of the units and Common Elements within that certain tract of property described above in Article II, and to promote for the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles including, but not limited to, the following powers:

(1) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration, by the Developer applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida, and as same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as though set forth in its entirety herein.

(2) Fix, levy, collect and enforce payments by any lawful means, all charges or assessments pursuant to the terms of the Declaration: to pay all expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property the Association might own from time to time.

(3) Acquire by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(4) Borrow money, and with the assent of two-thirds (2/3rds) of all members,

mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(5) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that such annexation shall be in accordance with the provisions of the Declaration and any such merger or consolidation shall have the assent of two-thirds (2/3rds) percent of all the members.

(6) Dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members, agreeing to such dedication, sale or transfer.

(7) The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any member.

## ARTICLE IV

### Members

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

4.2 Evidence After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration, change of membership in the Association shall be established by: (a) recording in the Public Records of Miami-Dade County, Florida, a certificate of the Association stating the approval required by the Declaration, (b) recording in the Public Records of Miami-Dade County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the members, and (c) delivery to the Association of a certified copy of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

4.3 Assignment 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 the unit for

4.4 No officer, director, or member shall be personally liable for the any debt or other

obligation of this Corporation, except as provided for in the Declaration, the By-Laws, and the Articles.

4.5 Each member shall be restricted to one (1) vote, except in all elections for directors; each member shall have the right to vote, in person or by proxy, as set forth in the By-Laws.

4.6 Membership may be owned by more than one (1) owner, provided that membership shall be held in the same manner as title to the unit or lot. In the event ownership is in more than one (1) person, all of the owners of such membership shall be entitled, collectively, to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration, and the vote may not be divided between plural owners of a single lot or unit in the subdivision.

4.7 Every person or entity who is a record Owner of a fee or undivided fee interest in any unit, within the above described subdivisions shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association. Such membership shall automatically terminate when such person is no longer the record owner of the Condominium unit.

4.8 Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration that is filed for said Condominium among the Public Records of Miami-Dade County, Florida.

## ARTICLE V

The period for duration of this Association shall be perpetual.

## ARTICLE VI

### Directors

6.1 Number and Qualification The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors; and in the absence of that determination shall consist of three directors. Directors must be members of the Association, except for the initial member of the board of directors.

6.2 Duties and Powers All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

6.3 Election; Removal Directors of the Association shall be elected at the annual meeting of the members in the manner determined by 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.

6.4 Term of First Directors The directors named in these Articles shall serve until their successors are elected by the members other than the developer; and any vacancies in their number occurring before time for the election of their successors by the members other than the developer shall be filled by the remaining first directors, or if there are none, then by the developer.

6.5 First Directors 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, or until removed, are as follows:

Abisael Perez	P.O. Box 560182 Miami, Florida 33256-182
Jorge Hernandez	6080 S.W. 40 <sup>th</sup> Street Miami, Florida 33155
Octavio Mendizabal	21801 S.W. 98 <sup>th</sup> Place Miami, Florida 33190

## ARTICLE VII

### 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 shall serve at the pleasure of the Board of Directors. The names and address of the officers who shall serve until their successors are designated by the Board of Directors are:

Abisael Perez	President
Octavio Mendizabal	Vice President-Treasurer
Jorge Hernandez	Secretary



## ARTICLE VIII

### By-Laws

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

Prior to the time that the property described in Article II hereinabove has been submitted to condominium ownership by filing of the Declaration, said first Board of Directors shall have full power to amend, alter or rescind said By-Laws by a majority vote.

After the property described in Article II hereinabove has been submitted to condominium ownership by filing of the Declaration, the By-Laws may be amended, altered, supplemented, or modified by the membership, at the annual meeting, or at a duly convened special meeting of the membership, attended by at least seventy five (75%) percent of the entire membership.

## ARTICLE IX

### Amendments

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

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

9.2 Adoption A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or The members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as otherwise provided, the approvals must be either:

- (1) Not less than seventy five (75%) percent of the votes of the entire membership of the board of directors and by not less than two-thirds (2/3rds) of the votes of the entire membership of the Association; or
- (2) Not less than seventy five (75%) percent of the votes of the entire membership of the Association.

9.3 Limitation . Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights of property rights of members, nor any

changes in Section 3.3 to 3.5 of Article III, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that are in conflict with the Condominium Act or the Declaration.

9.4 Recording A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Miami-Dade County, Florida.

## ARTICLE X

### Registered Agent

In pursuance of Chapter 48.091 Florida Statutes, the name of the initial registered agent and the street address of the initial registered office for service of process is Robert Wayne Esq. 1225 S.W. 87<sup>th</sup> Ave., Miami, Florida 33174

## ARTICLE XI

### Dissolution

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3rds) of the total number of eligible votes as provided for in the By-Laws. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, or distributed to the members as appurtenances (if real property or any interest therein) to the member's units, subject to any and all applicable loans. This Article is subject to the provisions of §617.05 of the Florida Statutes and Florida Statute 718.117.

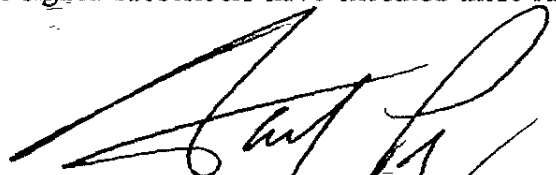
## ARTICLE XII

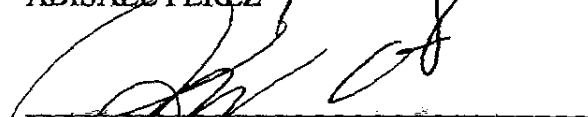
### Subscriber

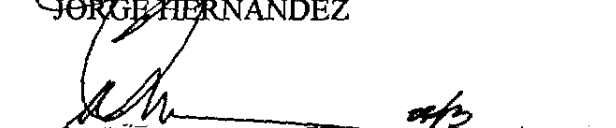
The name and address of the subscribers of these Articles are:

Abisael Perez	P.O. Box 560182 Miami, Florida 33256-182
Jorge Hernandez	6080 S.W. 40 <sup>th</sup> Street Miami, Florida 33155
Octavio Mendizabal	21801 S.W. 98 <sup>th</sup> Place Miami, Florida 33190

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 19 day of June 2003.

  
ABISAEL PEREZ

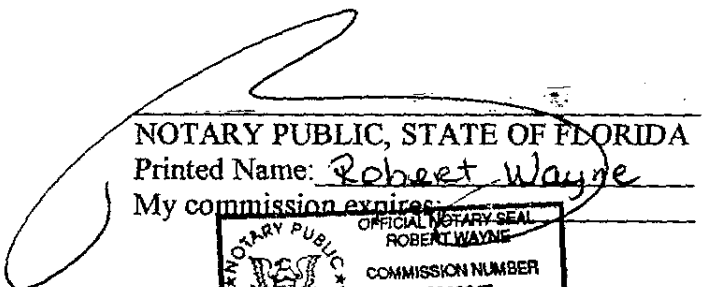
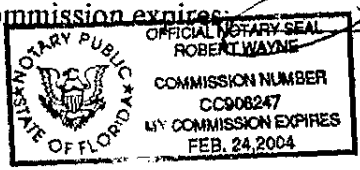
  
JORGE HERNANDEZ

  
OCTAVIO MENDIZABAL

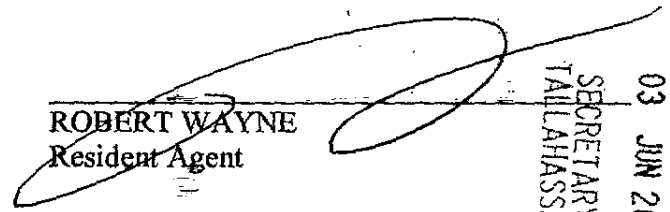
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, duly licensed to take acknowledgements and administer oaths, personally appeared Abisael Petez, Jorge Hernandez and Octavio Mendizabal, all personally known to me, who executed the above mentioned Articles of Incorporation for the purposes set forth therein on this the 19 day of June 2003.

  
NOTARY PUBLIC, STATE OF FLORIDA  
Printed Name: Robert Wayne  
My commission expires \_\_\_\_\_  


Having been named to accept service of process for the above stated Corporation, at the place designated in these Articles, the undersigned hereby accepts to act in this capacity and agrees to comply with the provisions of said Act to keeping open said office.

  
ROBERT WAYNE  
Resident Agent

FILED  
03 JUN 20 PM 12: 55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## EXHIBIT "A"

### Legal Description

A portion of the land located in Section 36, Township 56 South, Range 39 South, Miami-Dade County, Florida, more particularly described as follows:

Commence at the S.W. corner of the S.W.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of said Section 36, thence North  $89^{\circ}25'21''$  East for 109.97 feet; thence South  $00^{\circ}26'23''$  East for 50 feet to a point said point being the N.W. corner of Tract A CUTLER LANDINGS, according to the plat thereof, as recorded in Plat Book 131, at Page 39, of the Public Records of Miami-Dade County, Florida; thence continue South  $00^{\circ}26'23''$  East along the West line of said Tract A for 348.00 feet to a point on the N.W. corner of Tract B-1, CUTLER LANDINGS REPLAT according to the plat thereof, as recorded in Plat Book 135 at Page 58, of the Public Records of Miami-Dade County, Florida; thence continue South  $00^{\circ}26'23''$  East along the West line of said Tract B-1 and Tract R of said CUTLER LANDINGS REPLAT for a distance of 410.24 feet to the S.W. corner of said Tract R; thence North  $89^{\circ}25'24''$  East for 286.63 feet to a Point of Curvature of a curve concave to the North with a central angle of  $45^{\circ}00'00''$ , a radius of 74.50 feet; thence Northeasterly along the arc of said curve for 58.51 feet to a Point of Tangency and the Point of Beginning; then North  $43^{\circ}35'08''$  West for 83.33 feet to a point on a curve concave to the North; said curve having a central angle of  $22^{\circ}00'14''$ , a radius of 79.00 feet, and a chord bearing of South  $78^{\circ}25'17''$  West, thence Southwesterly along the arc of said curve a distance of 30.34 feet to a point of tangency; thence South  $89^{\circ}25'24''$  West for 56.97 feet; thence North  $00^{\circ}34'36''$  West for 64.48 feet; thence North  $89^{\circ}25'24''$  East for 16.00 feet; thence South  $00^{\circ}34'39''$  East for 12.00 feet; thence North  $89^{\circ}25'24''$  East, for 65.36 feet; thence North  $44^{\circ}26'24''$  East for 53.92 feet; thence North  $00^{\circ}34'39''$  West for 127.64; thence North  $89^{\circ}25'21''$  for 114.93 feet; thence North  $00^{\circ}34'36''$  West 115.00; thence North  $89^{\circ}23'53''$  East 14.80 feet; thence North  $00^{\circ}33'34''$  West for 323.00 feet; thence South  $89^{\circ}25'21''$  West for 50.00 feet; thence North  $00^{\circ}34'39''$  West for 25.00 feet; thence South  $89^{\circ}25'21''$  East for 100.00 feet to the N.E. Corner of Tract A; thence South  $00^{\circ}34'34''$  East along the East line of Tract A for 348.00 feet to the S.E. corner of said Tract A and a Point on the North line of said Tract B-1, thence North  $89^{\circ}25'21''$  East for 20.00 feet to the N.E. corner of said Tract B-1; thence South  $00^{\circ}35'46''$  for 242.21 feet to the S.E. Corner of said Tract B-1 and a Point on a curve concave to the South with a central angle of  $45^{\circ}00'00''$  and a radius of 70.93 feet and a chord bearing of South  $66^{\circ}55'21''$  West; thence Southwesterly along the arc of said curve and the Southeasterly line of said Tract B-1 for 55.71 feet to a Point of Tangency; thence South  $44^{\circ}25'21''$  West along the Southeasterly line of said Tract B-1 and Tract R for 177.77 feet to a Point of Curvature and the Point of Beginning, said lands containing 75,352.70 +/- square feet, 1.73 acres +/-