

N 04000008174

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

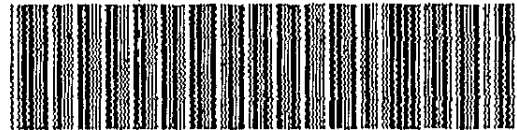
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900040295509

08/20/04--01044--015 **78.75

04/11/04-SEP-27 7:11:39
DIVISION OF REVENUE
STATE OF NEW YORK

W04-33207

TINO GONZALEZ
Attorney At Law
3420 North U.S. Highway 1
Melbourne, Florida 32935

Telephone: (321) 751-9675

July 13, 2004

Facsimile: (321) 751-1293

Secretary of State
P. O. Box 6327
Tallahassee, FL 32314

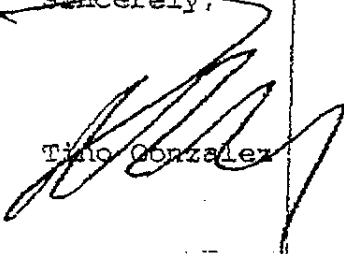
Re: SANDY SHOES OF MELBOURNE BEACH, INC.

Dear Secretary of State,

Please find enclosed a check for \$78.75 to file the enclosed Articles of Incorporation for a non-profit corporation. Please send me a certified copy of same.

Should you have any questions, please contact my office.

Sincerely,


Tino Gonzalez

Enclosures.
TG/jl

FL
DIVISION
04 SEP 27 AM 11:53

ARTICLES OF INCORPORATION
OF
SANDY SHOES OF MELBOURNE BEACH CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not for Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the first Declaration amongst the Public Records of Brevard County, Florida, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

- A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the first Declaration amongst the Public Records.
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments"(as such terms are defined in the Declaration) which from time to time are assessed against the unit owner.
- D. "Association" means **SANDY SHOES of MELBOURNE BEACH CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, responsible for operating **SANDY SHOES OF MELBOURNE BEACH** Condominium.
- E. "Board" means the Board of Directors of the Association.
- F. "Bylaws" means the Bylaws of the Association.
- G. "Common Elements" means the portion of the Condominium Property not included in the Homes, as more specifically described in the Declaration.
- H. "Common Expenses" means expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:
 - (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements", costs of carrying out the powers and duties of the Association with respect to **SANDY SHOES OF MELBOURNE BEACH** Condominium and

RECEIVED
DIVISION
2014 SEP 27 AM 11:53

the Condominium Property, cost of fire and extended coverage insurance on the Condominium Property; and

- (ii) any other expenses designated as Common Expenses from time to time by the Board.

- I. "Common Surplus" means the excess of receipts of the Association collected on behalf of **SANDY SHOES of MELBOURNE BEACH CONDOMINIUM(s)**(including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.
- J. "Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of the Declaration of **SANDY SHOES OF MELBOURNE BEACH** Condominium.
- K. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with **SANDY SHOES OF MELBOURNE BEACH** Condominium.
- L. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Homes and Common Elements and all easements intended for the use in connection with **SANDY SHOES OF MELBOURNE BEACH** Condominium, all as more particularly described in each Declaration.
- M. "County" means Brevard County, Florida.
- N. "Declarant" means **SANDY SHOES of MELBOURNE BEACH, INC.**, a Florida Corporation, and all of such entries' successors and assigns.
- O. "Declaration" means a Declaration of Condominium by which **SANDY SHOES OF MELBOURNE BEACH** Condominium is submitted by Developer to the condominium form of ownership in accordance with the act.
- P. "Developer" means **SANDY SHOES of MELBOURNE BEACH, INC.**, a Florida Corporation, the successors, grantees and assigns. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Developer or under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.
- Q. "Director" means a member of the Board.

- R. "Home" means "unit" as described in the Act and is that portion of the Condominium property which is subject to exclusive ownership.
- S. "Home Owner" means "unit owner" as defined in the Act and is the owner of a home.
- T. "Member" means a member or members of the Association.
- U. "Public Records" means the Public Records of the County.
- V. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one(1) of the record title owners, or the corporation, partnership or entity representative who is authorized to vote on behalf of a Home owned by more than one (1) owner or by any entity.
- W. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to a Declaration.

ARTICLE I NAME AND ADDRESS

The name of this association shall be SANDY SHOES OF MELBOURNE BEACH CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 3455 S. HIGHWAY A1A, MELBOURNE BEACH, FLORIDA 32951.

ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

- A. Developer intends to develop the Condominium on property Developer owns. Developer intends to develop the Condominium as contemplated by Section 718.403 of the Act. The Condominium shall be the only condominium in SANDY SHOES OF MELBOURNE BEACH Condominium and shall be the only condominium administered by the Association.
- B.
 - 1. The Association shall be the condominium association responsible for the operation of each SANDY SHOES OF MELBOURNE BEACH Condominium, subject to the terms and restrictions of the Condominium Documents. Each Home Owner shall be a member of the Association as provided in these Articles.
 - 2. The purpose for which this Association is organized is to maintain, operate and manage SANDY SHOES OF MELBOURNE BEACH Condominium, including the Condominium Property; to own portions of, operate, lease, sell, trade and otherwise deal with SANDY SHOES OF MELBOURNE BEACH Condominium and certain of the improvements located therein

now or in the future, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

ARTICLE III POWERS

The Association shall have the following powers which shall be governed by the following provisions:

- A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.
- B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the promulgation and enforcement of rules and regulations.
- C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purpose of the Association including, but not limited to, the following:
 - 1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Homes and the Common Elements);
 - 2. To make, levy, collect and enforce Condominium Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Home Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of SANDY SHOES OF MELBOURNE BEACH Condominium, and the payment of Condominium Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Condominium Assessments in the exercise of the powers and duties of the Association;
 - 3. To maintain, repair, replace and operate the Condominium Property in accordance with the applicable Declaration and the Act;
 - 4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;
 - 5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purpose of the Association; including, but not limited to, agreements to acquire possessory or use interests in real property, and to provide therein that expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Condominium Expenses of SANDY SHOES OF MELBOURNE BEACH Condominium.

ARTICLE IV MEMBERS

MEMBERS: The qualifications of members, the manner of their admission and voting by members shall be as follows:

- A. ALL OWNERS OF UNITS in the Condominium shall be members of the Association.
- B. No member may assign, hypothecate or transfer in any amount his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.
- C. With respect to Voting, the following provisions shall apply:
 1. Each unit shall have one full vote in all matters.
 2. Matters substantially pertaining to the Association as a whole shall be voted on by the Membership and shall be determined by a vote of a majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).
 3. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: R. M. Contella, 555 NE 15th St., 7th Floor Ste 7730, Miami, Florida 33132.

ARTICLE VII OFFICERS

- A. The affairs of the Association shall be managed by a President, Vice President, Secretary, and a Treasurer. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.
- B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible, provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

ARTICLE VIII FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	R. M. Contella
Vice President	Costas Manouselis
Secretary	Tino Gonzalez
Treasures	Tino Gonzalez

ARTICLE IX BOARD OF DIRECTORS

- A. The number of Directors on the first Board of Directors ("First Board"), the three "initial Elected Board" (as hereinafter defined) and all Boards elected prior to the "Majority Election Date" (as hereinafter defined) shall be three (3). Directors must be Members of the Association or as herein stated, or the spouses, parents or children of Members, a tenant resident of the condominium, or a member of management company chosen by the owners. All members must be at least 18 years old.

- B. The names and addresses of the persons who are to serve as the First Board are as Follows:

<u>NAME</u>	<u>ADDRESS</u>
R. M. Contella	555 NE 15 th St., 7 th Floor STE 7730, Miami, FL 33132
Costas Manouselis	3455 S. Hwy A1A, Melbourne Beach, FL 32951
Tino Gonzalez	3420 N. Harbor City Blvd., Melbourne, FL 32935

Developer reserves the right to designate successor Directors to serve on the first Board for so long as the first Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

- B. At least 90 days before the Annual Members' Meeting held the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors.
- C. The following provisions shall govern the right of each Director to vote and the manner of exercising such right.
1. There shall be only one (1) vote for each Director.
 2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association or all of SANDY SHOES of MELBOURNE BEACH Condominium.

ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses; collecting that portion of Common Expenses attributable to Home Owners in SANDY SHOES OF MELBOURNE BEACH Condominium, as determined in accordance with the Condominium Declaration.
- B. Using the proceeds of Assessments in exercise of the powers and duties of the Association and the Board.

- C. Maintaining, repairing and operating the improvements within SANDY SHOES OF MELBOURNE BEACH Condominium(s).
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within SANDY SHOES OF MELBOURNE BEACH Condominium(s).
- E. Making and amending rules and regulations with respect to SANDY SHOES OF MELBOURNE BEACH Condominium(s).
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. Contracting for the management and maintenance of Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association for such purposes and terminating such contracts and authorizations. The Association and its officer shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to , the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.
- H. Paying taxes and Assessments which are or may become liens against the Common Elements of SANDY SHOES OF MELBOURNE BEACH Condominium(s) or against Association Property and assessing the same against Homes, the Owners of which are responsible for the payment thereof.
- I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one (1) insurance policy to insure the Condominium Property of SANDY SHOES OF MELBOURNE BEACH Condominium(s) and to allocate the premiums therefor in a fair and equitable manner.
- J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of each SANDY SHOES of MELBOURNE BEACH Condominium and not billed directly to Owners of the individual Homes.
- K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.
- L. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(k) of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Section 718.112(2)(k) and 718.1255 are

incorporated by reference herein.

- M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominium and Mobile Home, and updating the question and answer sheet at least annually.
- N. Maintaining an adequate number of copies of the Condominium Documents as well as the question and answer sheet referred to in Paragraph M above, on the Condominium Association mat change its actual costs for preparing and furnishing the foregoing to those requesting same.
- O. Ensuring that the following contracts shall be in writing.
 - A. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of contract.
 - B. Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums as the Act and such rules may be amended from time to time.
- P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Codes as they relate to condominiums, as the Act and such rules may be amended from time to time.
- Q. All other powers and duties reasonably necessary to operate and maintain SANDY SHOES OF MELBOURNE BEACH Condominiums administered by the Association, in compliance with Condominium Documents and the Act.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason or his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for those costs and expenses of the settlement as

in the best interest of the Association. In instance where a Director or officer admits or is adjudged guilty of willful misfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

ARTICLE XII BYLAWS

The bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of majority of the Board at a regular or special meeting of the Board. In the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

- A. Prior to the recording of a Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or Vice President) and the Secretary and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.
- B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner;
 - 1. Then Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual members' meeting or a special meeting. Any number of amendments may be submitted to the members and voted upon by them at one meeting;
 - 2. Written notice setting forth the proposed amendment or summary of the changes to be affected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws

for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon.
 4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interest sufficient to pass the amendment at a meeting where all members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.
- C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the applicable Declaration.
- D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of a Declaration(s), recorded amongst the Public Records as an amendment to each Declaration.
- E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall bridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Home or of any "Institutional Mortgagee" (as defined in each Declaration) without such party's prior written consent.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act.

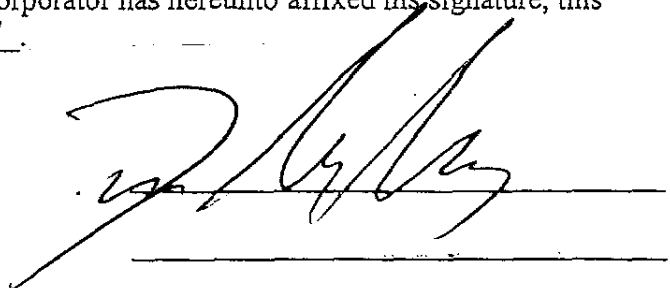
- A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:
1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
 2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

- B. During any emergency defined in Paragraph XIV.E below:
1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
 2. The Director or Directors in Attendance at a meeting shall constitute a quorum.
- C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:
1. Binds the Association; and
 2. May not be used to impose liability on a Director, officer, employee or agent of the Association.
- D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.
- E. An emergency exists for the purpose of this Article XIV if a quorum of the Directors cannot readily assemble because of catastrophic event.

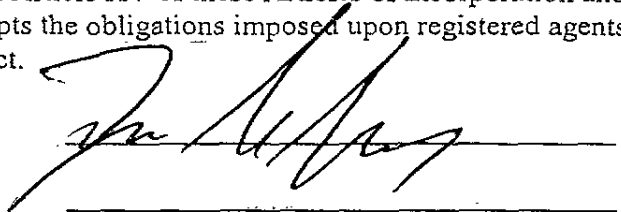
**ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 3420 N. Harbor City Blvd., Melbourne, Florida 32935, and the initial registered agent of the Association at that address shall be TINO GONZALEZ

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 23 day of September, 2004.



The undersigned hereby accepts the designation of Registered Agent of SANDY SHOES of MELBOURNE BEACH, INC., as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.



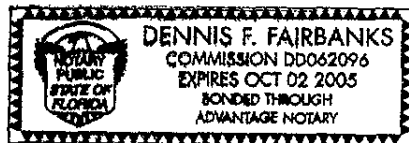
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared TINO GONZALEZ, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purpose therein expressed. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of September 23, 2004.



Notary Public, State of Florida at Large



Typed, printed or stamped name of Notary

My Commission Expires:

04 SEP 27 AM 11:53
SEAL OF THE
DIVISION OF
CORPORATE
REGISTRATION