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**FLORIDA NON-PROFIT CORPORATION**

**Emerald Park Condominium Association, Inc.**

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Audit No. H05000132986-3  
Thursday, May 26, 2005  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
FOR  
EMERALD PARK CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "Articles").

1. Name. The name of the corporation shall be Emerald Park Condominium Association, Inc. (the "Association").

2. Principal Office. The principal office of the Association is 2200 Flower Tree Circle, Melbourne, Florida.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 307 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133. The name of the Registered Agent of the Association is Steven C. Cronig.

4. Definitions. A declaration entitled Declaration of Condominium for Emerald Park, a Condominium (the "Declaration") will be recorded in the Public Records of Brevard County, Florida, and shall govern all of the operations of a Condominium to be known as Emerald Park, a Condominium (the "Condominium"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of the Condominium to be developed on property located in Brevard County, Florida to be located at 2200 Flower Tree Circle, Melbourne, Florida. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("Members") of the Association.

This instrument prepared by:  
Steven C. Cronig, Esquire  
Florida Bar No. 307068  
Baker & Cronig LLP  
307 Continental Plaza  
3250 Mary Street  
Coconut Grove, Florida 33133  
Telephone (305) 444.6300

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33 6. Powers and Duties. The powers of the Association shall include and be governed by the  
34 following:

35 6.1. General. The Association shall have all of the common law and statutory powers  
36 of a corporation not for profit under the laws of Florida that are not in conflict with the provisions  
37 of these Articles, the Declaration, the By-Laws or the Act.

38 6.2. Enumeration. Without limiting the foregoing, the Association shall have all of the  
39 powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration  
40 and as more particularly described in the By-Laws including, but not limited to, the following:

41 6.2.1. Assessments and Special Assessments. To make and collect Assessments,  
42 Special Assessments and other charges from Unit Owners as provided in the Declaration, and to  
43 use the proceeds thereof in the exercise of its powers and duties.

44 6.2.2. Real and Personal Property. To buy, own, operate, lease, sell, trade and  
45 mortgage both real and personal property as may be necessary or convenient in the administration  
46 of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any  
47 Condominium Property, and other property acquired or leased by the Association for use by Unit  
48 Owners in the Condominium.

49 6.2.3. Insurance. To purchase insurance upon any Condominium Property and  
50 insurance for the protection of the Association, its officers, directors and Unit Owners of the  
51 Condominium. The Association shall have the power to purchase and maintain insurance on  
52 behalf of any person who is or was a director, officer, employee or agent of another corporation,  
53 partnership, joint venture, trust or other enterprise, against any liability asserted against him and  
54 incurred by him in any such capacity, or arising out of his status as such, whether or not the  
55 Association would have the power to indemnify him against such liability under the provisions of  
56 Article 11.

57 6.2.4. Rules and Regulations. To make and amend reasonable rules and  
58 regulations (the "Rules and Regulations") for the maintenance, conservation and use of any  
59 Condominium Property and for the health, comfort, safety and welfare of the Unit Owners in the  
60 Condominium.

61 6.2.5. Enforcement. To enforce by legal means the provisions of the Act, the  
62 Declaration, these Articles, the By-Laws, and the Rules and Regulations.

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63 6.2.6. Management and Employees. To employ personnel, retain independent  
64 contractors, managers, and professional personnel; enter into any supply or service contracts; and  
65 contract for the management of the Condominium and, in connection therewith, to delegate powers  
66 and duties of the Association to the extent and in the manner permitted by the Declaration, the By-  
67 Laws, and the Act.

68 6.2.7. Approval of Transfers. Approve or disapprove the leasing, transfer,  
69 ownership, and possession of Units as may be provided by the Declaration.

70 7. Unit Owners and Membership.

71 7.1. Membership. The Members of the Association shall consist of all of the record  
72 owners of Units in the Condominium from time to time.

73 7.2. Assignment. The share of a Unit Owner in the funds and assets of the Association  
74 cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the  
75 Unit for which that share is held. The funds and assets of the Association shall be expended, held  
76 or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the  
77 Declaration, and in the By-Laws.

78 7.3. Voting. On all matters upon which the Unit Owners shall be entitled to vote, there  
79 shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner  
80 provided by the By-Laws. Any person or entity owning more than one (1) Unit shall be entitled  
81 to one (1) vote for each Unit owned.

82 7.4. Prior to Recordation of Declaration. Until such time as the real property comprising  
83 the Condominium, and the improvements now and/or to be constructed thereon, are submitted to  
84 the condominium form of ownership by recordation of the Declaration in the Public Records of  
85 Miami-Dade County, Florida, the membership of the Association (the "Membership") shall be  
86 comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all  
87 matters upon which the Membership would be entitled to vote.

88 8. Term of Existence. The Association shall have perpetual existence.

89 9. Directors.

90 9.1. Number and Qualification. The property, business and affairs of the Association  
91 shall be managed by a Board of Directors (the "Board") consisting initially of three (3) directors,

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92 but subject to change as provided by the By-Laws. Directors appointed or designated by the  
93 Developer need not be Unit Owners of the Association or residents of Units in the Condominium.  
94 All other directors must be Unit Owners. Prior to transfer of control of the Association by the  
95 Developer to the Unit Owners, the Developer will file an amendment to these Articles, increasing  
96 the number of Directors to five (5) to allow broader Unit Owner participation in the operation of  
97 the Association.

98 9.2. Duties and Powers. All of the duties and powers of the Association existing under  
99 the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the  
100 Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when  
101 such approval is specifically required by the Declaration or the Act.

102 9.3. Election; Removal. Directors shall be appointed, elected, and removed as provided  
103 in the By-Laws.

104 9.4. Initial Directors. The names and addresses of the members of the initial Board of  
105 Directors who shall hold office until their successors are appointed and/or elected, are as follows:

106	<u>NAME</u>	<u>ADDRESS</u>
107	Dana J. Berman	3250 Mary Street, #501
108		Coconut Grove, Florida 33133
109	Daren Schwartz	3250 Mary Street, #501
110		Coconut Grove, Florida 33133
111	Joseph Gillis	3250 Mary Street, #501
112		Coconut Grove, Florida 33133

113 10. Officers. The affairs of the Association shall be administered by the officers holding the  
114 offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at  
115 the pleasure of the Board. The names and addresses of the initial officers who shall serve until  
116 their successors are designated by the Board are as follows:

117	<b>PRESIDENT</b>	Dana J. Berman 3250 Mary Street, #501 Coconut Grove, Florida 33133
-----	------------------	--

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118 VICE PRESIDENT:

Daren Schwartz  
3250 Mary Street, #501  
Coconut Grove, Florida 33133

119 SECRETARY/TREASURER:

Joseph Gillis  
3250 Mary Street, #501  
Coconut Grove, Florida 33133

120 11. Indemnification.

121 11.1. Indemnity. The Association shall indemnify any person who was or is a party or  
122 is threatened to be made a party to any threatened, pending, or contemplated action, suit or  
123 proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he  
124 is or was a director, employee, officer, or agent of the Association, against expenses (including  
125 reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and  
126 amounts paid in settlement actually and reasonably incurred by such person in connection with  
127 such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed  
128 to be in or not opposed to the best interest of the Association, and, with respect to any criminal  
129 action or proceeding, has no reasonable cause to believe his conduct was unlawful.

130 11.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification  
131 shall be made with respect to any claim, issue or matter as to which such person shall have  
132 adjudged to be liable for gross negligence or intentional misconduct in the performance of his  
133 duties to the Association, unless and only to the extent that the court in which such action or suit  
134 was brought shall determine upon application that despite the adjudication of liability, but in view  
135 of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity  
136 for such expenses which such court shall deem proper.

137 11.3. Effect of Termination of Action. The termination of any action, suit or proceeding  
138 by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall  
139 not, of itself, create a presumption that the person did not act in good faith and in a manner which  
140 he reasonably believed to be in or not opposed to the best interest of the Association, and with  
141 respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was  
142 unlawful.

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143 11.4. Expenses. To the extent that a director, officer, employee or agent of the  
144 Association has been successful on the merits or otherwise in defense of any action, suit or  
145 proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein,  
146 he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at  
147 trial and upon appeal) actually and reasonably incurred by him in connection therewith.

148 11.5. Approval. Any indemnification under Section 11.1 above (unless ordered by a  
149 court) shall be made by the Association only as authorized in the specific case upon a  
150 determination that indemnification of the Director, officer, employee or agent is proper under the  
151 circumstances because he has met the applicable standard of conduct set forth in Section 11.1  
152 above. Such determination shall be made (a) by the Board by a majority vote of a quorum  
153 consisting of directors who were not parties to such action, suit or proceeding, or (b) if such  
154 quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs,  
155 by independent legal counsel in a written opinion, or by a majority of the voting interests of the  
156 Unit Owners.

157 11.6. Advances. Expenses incurred in defending a civil or criminal action, suit or  
158 proceeding shall be paid by the Association in advance of the final disposition of such action, suit  
159 or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by  
160 or on behalf of the affected director, officer, employee or agent to repay such amount until such  
161 time it shall ultimately be determined that he was not entitled to be indemnified by the Association  
162 as authorized in this Article 11.

163 11.7. Miscellaneous. The indemnification provided by this Article shall not be deemed  
164 exclusive of any other rights to which those seeking indemnification may be entitled under the By-  
165 Laws, agreement, vote of Unit Owners or otherwise, and shall continue as to a person who has  
166 ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and  
167 personal representatives of such person.

168 12. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may  
169 be altered, amended or rescinded by the Directors, Unit Owners, and/or the Developer as provided  
170 in the By-Laws.

171 13. Amendments. Amendments to these Articles shall be proposed and adopted in the  
172 following manner:

173 13.1. Notice. Notice of the subject matter of a proposed amendment shall be included  
174 in the notice of any meeting at which the proposed amendment is to be considered.

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175 13.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed  
176 either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests  
177 in the Association.

178 13.3. Approval. An amendment shall be approved once it is approved:

179 - by Unit Owners holding a majority of the voting interests in the Association  
180 present in person or by proxy at a Members meeting at which a quorum thereof has been attained  
181 and by not less than 66-2/3% of the entire Board; or

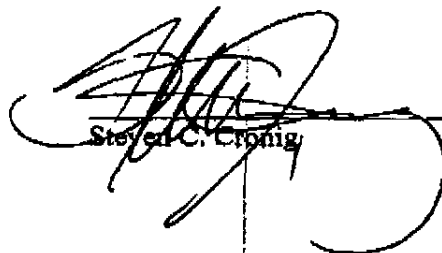
182 - by Unit Owners holding 80% of the voting interests in the Association  
183 present in person or by proxy at a Members meeting at which a quorum has been attained; or

184 13.4. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in  
185 conflict with the Act, the Declaration, or the By-Laws, nor shall any amendment make any  
186 changes which would in any way affect any of the rights, privileges, powers, or options herein  
187 provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer  
188 shall join in the execution of the amendment.

189 13.5. Recording. A copy of each amendment shall be filed with the Secretary of State  
190 pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State  
191 shall be recorded in the Public Records of Brevard County, Florida.

192 13.6. Developer. The Developer may amend these Articles consistent with the provisions  
193 of the Declaration allowing certain amendments to be effected by the Developer alone. This  
194 paragraph may not be amended.

195 IN WITNESS WHEREOF, the undersigned has executed this instrument this 26th day of  
196 May 2005.

197  
198  
  
Steven C. Cronig



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TALLAHASSEE, FLORIDA

**ACKNOWLEDGMENT**

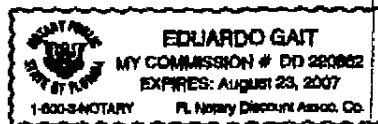
STATE OF FLORIDA:

COUNTY OF MIAMI-DADE:

The foregoing instrument was acknowledged before me this 26th day of May 2005, by Steven C. Cronig. He is  personally known to me or  presented his Florida driver's license as identification.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**ACCEPTANCE BY REGISTERED AGENT**

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, the undersigned, being familiar with the obligations of the position, hereby accepts to act in this capacity, and agrees to comply with the provisions of said Act.

  
Steven C. Cronig

S:\Development\condominium\10366-013, Emerald Park\Articles of Incorporation, Emerald Park Cond. Assoc., Apr 4.wpd  
P/R #10366-013; May 26, 2005  
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