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Prepared by:
Alfredo Garcia-Monreal, P.A.
730 NW 107 Ave, Ste 115'
Miami, FL 33172

Amended and Restated
Articles of Incorporation
of
Gem Cove Condominium Association, Inc.
(a Florida corporation not for profit)

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

In order to form a corporation not for profit under the laws of the State of Florida, § 617.1007, Florida Statute, we, the undersigned, do hereby associate ourselves into a corporation for the purposes herein specified and to that end we do by these Amended and Restated Articles of Incorporation set forth:

ARTICLE I

The name of the corporation shall be Gem Cove Condominium Association Inc., hereinafter referred to as the "Association".

ARTICLE II

The purpose and objectives of the Association shall be to administer the operation and management of Gem Cove Condominium, (the "Condominium") in accordance with the Florida Condominium Act (the "Act") upon land situated in Palm Beach County, Florida, in accordance with the rights reserved by Developer as contained in the Declaration of Condominium of Gem Cove Condominium, recorded in the Public Records of Palm Beach County, Florida and to perform the acts and duties incident to the administration, operation and management of such condominium in accordance with the terms, provisions, conditions and authorizations of these Amended and Restated Articles of Incorporation, the Bylaws of the Association to be adopted (the "Bylaws"), and in the formal Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Palm Beach County, Florida, when the land and the improvements constructed thereon are submitted to the condominium form of ownership; and to operate, encumber, lease, manage, convey, trade and otherwise deal with the land, the improvements and such other property, whether real and/or personal, as may be or become part of the Condominium Property to the extent 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.

ARTICLE III

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

- A. All of the powers and privileges granted to corporations not for profit under the laws pursuant to which this corporation is chartered.
- B. All of the powers reasonable and necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:
 1. Make and establish reasonable rules and regulations governing the use of the units, common elements, and limited common elements in and of the Condominium as such terms are defined in the Declaration.
 2. Power to Manage Condominium Property and to Contract, Sue and Be Sued. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property. The association may institute, maintain, settle, or appeal actions or hearings in its name, on behalf of all unit owners, concerning matters of common interest to most or all unit owners.

3. **Assessments and Management of Common Elements.** The association has the power to make and collect assessments and to lease, maintain, repair, and replace the common elements.
4. **Right of Access to Units.** The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements, or any portion of a unit to be maintained by the Association, pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit(s).
5. **Title to Property.**
 - a) The Association has the power to acquire title to property or otherwise hold, convey, lease, and mortgage Association property for the use and benefit of its members. The power to acquire personal property shall be exercised by the board of administration.
 - b) Subject to the provisions of Florida Statute 718.112(2)(m), the Association, through its board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
6. **Purchase of Leases.** The Association has the power to purchase any land or recreational lease(s) upon the approval of the voting interest.
7. **Purchase of Units.** The Association has the power to purchase units in the Condominium and to acquire and hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid assessments, or to take title by deed in lieu of foreclosure.
8. **Easements.** The board of administration has the authority, without the joinder of any unit owner, to grant, modify, or move any easement, if the easement constitutes part of or crosses the common elements or association property. This subsection does not authorize the board of administration to modify, move, or vacate any easement created in whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of anyone other than the unit owners, without the consent or approval of those other persons having the use or benefit of the easement, as required by law or by the instrument creating the easement. Nothing in this subsection affects the minimum requirements of Florida Statute 718.104(4)(n) or the powers enumerated in 718.104(3).
9. **Insurance.**
 - a) A unit-owner controlled association shall obtain and maintain adequate insurance to protect the association, the association property, the common elements, and the Condominium Property required to be insured by the Association. If the Association is developer controlled, the Association shall exercise due diligence to obtain and maintain such insurance. Failure to obtain and maintain adequate insurance during any period of developer control shall constitute a breach of fiduciary responsibility by the developer-appointed members of the board of directors of the association, unless said members can show that despite such failure, they have exercised due diligence.
 - b) Every hazard insurance policy shall provide primary coverage for:
 - (1) All portions of the Condominium Property located outside the unit;

- (2) The Condominium Property located inside the units as such property was initially installed, or replacements thereof, of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available as they existed at the time the unit was initially conveyed; and
 - (3) All portions of the Condominium Property for which the Declaration requires coverage. Anything to the contrary, notwithstanding the terms "Condominium property", "Building", "Improvements", "insurable improvements", "common elements", "association property", or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance that a condominium association must obtain, shall exclude all floors, walls, and ceiling, coverings, electrical fixtures, appliances, air conditioners or heating equipment, water heaters, water filters, built in cabinets and counter tops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit, and all air conditioner compressors that service only an individual unit whether, or not located within the unit boundary. The foregoing is intended to establish the property or casualty insuring responsibility of the association and those of the individual unit owners and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit.
 - c) Every hazard insurance policy issued, or renewed, to an individual unit owner shall provide that the coverage afforded, by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit owner providing such coverage shall be without the rights of subrogation against the Condominium Association that operates the condominium in which such unit owner's unit is located. All real or personal property located within the boundaries of the unit owner's unit, which is excluded from the coverage to be provided by the Association, shall be insured by the individual unit owner.
 - d) The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of any and all bonding as required herein.
10. Enforce the provisions of these Amended and Restated Articles of Incorporation, the Declaration, the Bylaws, and any and all rules and regulations governing use of the Condominium which may from time to time be established.
 11. Exercise, undertake, and accomplish all of the right, duties, and obligations which may be granted to, or imposed, upon the Association in the Declaration and Chapter 718 of the Florida Statutes.
 12. The Bylaws shall include a provision granting the Association a limited power to convey a portion of the common element to a condemning authority for the purpose of providing utility easement, right-of-way expansion, or other public purposes, whether negotiated, or as a result of eminent domain proceedings.

ARTICLE IV

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

- A. The Developer shall be a member of the Association as long as the Developer owns units in the Association. The record owners of all units in the Condominium shall be members of the Association and no other persons or entities shall be entitled to membership, except as provided in paragraph B of Article IV herein.
- B. Membership shall be established by the acquisition of the legal title to a unit in the Condominium or in added units, or by acquisition of a fee ownership interest therein by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such unit; provided however that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to, or a fee ownership interest in, two or more units at any time, while such person or entity shall retain fee title to, or a fee ownership interest in, any unit.
- C. 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 the unit owned by such member. The funds and assets of the Association shall be held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.
- D. On all matters upon which the membership shall be entitled to vote, there shall be one vote, and only one vote, for each unit in the condominium, which vote may be exercised or cast by the owner of each unit as may be provided in the Bylaws of the Association. Should any person or entity own more than one unit, such member shall be entitled to exercise or cast one vote for each such unit in the manner provided by the Bylaws.
- E. Until such time as the land and the improvements constructed there on are submitted to the condominium form of ownership by the recording of the Declaration in the Public Records of Palm Beach County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

ARTICLE V

The term of the Association shall be perpetual or if the Condominium is terminated, the term shall end upon the termination of the Condominium and the winding down and conclusion of its pending affairs.

ARTICLE VI

The principal office of the Association shall be located in Palm Beach County, Florida. The affairs of the Association shall be managed by the Board of Administration. The Board of Administration shall be comprised of three persons appointed by the Developer until such time as the Developer transfers control to the Association pursuant to Florida Statute 718.301. After such an event occurs, the Board of Administration shall be comprised of five persons. The members of the Board of Administration shall be elected by the members of the Association at the annual meeting of the membership as provided by the Bylaws. The Board of Administration may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the condominium and the affairs of the Association, and any and all such persons and/or entities may be so employed without regard to whether any such person or entity is a member of the Association or a member of the Board of Administration or officer of the Association, as the case may be.

The Board of Administration shall have a President, a Secretary, and a Treasurer, and if so decided one or more assistants to such offices. The officers of the Association shall act subject to the direction of the Board of Administration and shall be elected by a majority of the Board of Administration. 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. The same person may hold two offices.

The Developer shall have the right to maintain control of the Association, subject to the provisions of the Condominium Act (Chapter 718 Florida Statutes), and considering the fact that this Association is created for the purposes of operating and managing the condominium property.

ARTICLE VII

The name and address of the members of the first Board of Administration, who, subject to the provisions of the laws of the State of Florida, these Amended and Restated Articles of Incorporation, and the Bylaws, shall hold office until their successors are elected pursuant to provisions and procedures set forth in the Bylaws and shall take possession of the Association, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jorge A. Diaz	7320 SW 117 Terrace, Miami, FL 33156
Marc Suarez	7320 SW 117 Terrace, Miami, FL 33156
Ana C. Diaz	7320 SW 117 Terrace, Miami, FL 33156

The subscribers to these Amended and Restated Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Administration of the Association. The names of the subscribers and their addresses are set forth in Article VII hereof.

ARTICLE VIII

The officers of the corporation who shall hold office until their successors are elected pursuant to these Amended and Restated Articles of Incorporation and the Bylaws shall be the following:

PRESIDENT:	Jorge A. Diaz
SECRETARY:	Marc Suarez
TREASURER:	Ana C. Diaz

ARTICLE IX

The original Bylaws of the Association shall be adopted by a majority of the subscribers to these Amended and Restated Articles of Incorporation at a meeting at which a majority of the subscribers are present.

ARTICLE X

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 attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Administration or officer of the Association, whether or not he is a Board of Administration or 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; provided that, in the event of any claims for reimbursement or indemnification hereunder based upon a settlement by the member or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Administration approves such settlement and reimbursement as being for

the best interest of the Association.

The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such member or officer may be entitled. The Association shall carry errors and omission insurance in favor of officers and members of the Board of Administration.

ARTICLE XI

An amendment or amendments to these Amended and Restated Articles of Incorporation may be proposed by the Board of Administration, or the Association acting upon a vote of the majority of the members, or by the members of the Association owning a majority of the units in the condominium at the time declared or added, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Amended and Restated Articles of Incorporation being proposed by the Board or members, such proposed amendment shall be transmitted to the President of the Association, or the acting Chief Executive Officer in the absence of the President, who shall thereupon call a Special Meeting of the Membership for a date not sooner than twenty days or later than sixty days from the receipt by him of the proposed amendment, and it shall be the duty of the Secretary to provide each member written notice for such meeting, stating the time and place of the meeting and reciting the proposed amendments in reasonable detailed form, which notice shall be mailed or presented personally to each member not less than fourteen days nor more than thirty days before the date set for such meeting. If mailed, such notice shall be deemed 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, with postage thereon prepaid. Any member may, by written notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment proposed must be approved by an affirmative vote of the members owning not less than two-thirds of the units in the condominium in order for such amendment to become effective. Thereupon, such amendments of these Amended and Restated Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of the State of Florida. A certified copy of each such amendment shall be recorded in the Public Records of Palm Beach County, Florida, within thirty days from the date on which the same is filed in the office of the Secretary of State. No Amendment is valid unless recorded with identification, on the first page thereof, of the book and page of the public records where the declaration of each condominium opened by the Association is recorded.

ARTICLE XII

When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the Board of Administration of the Association. Unit owners, other than the Developer, are entitled to elect not less than a majority of the members of the board of administration of an association:

- a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers; or
- b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers; or
- c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or
- d) 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; or
- e) Seven years after recording of the Declaration of Condominium; or

in the case of an association which may ultimately operate more than one condominium, 7 years after recording of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to §718.403, 7 years after recording of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the board of administration of an association as long as the Developer holds for sale, in the ordinary course of business, at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the Developer relinquishes control of the association, the Developer may exercise the right to vote pertaining to any developer-owned units, in the same manner as any other unit owner, except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Administration.

Within 75 days after the 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 60 days' notice of, an election for the members of the Board of Administration. The election shall proceed as provided in §718.112(2)(d). The notice may be given by any unit owner, if the Association fails to do so. Upon election of the first unit owner, other than the Developer, to the Board of Administration, the Developer shall forward to the Division the name and mailing address of the unit owner board member.

1. If a developer holds units for sale in the ordinary course of business, 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. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.
2. At the time that unit owners other than the developer elect a majority of the members of the board of administration of an association, the developer shall relinquish control of the association, and the unit owners shall accept control. Simultaneously, or for the purposes of paragraph (c) not more than 90 days thereafter, the developer shall deliver to the association, at the developer's expense, all property of the unit owners and of the association which is held or controlled by the developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the association:
 - (a) The original or a photocopy of the recorded declaration of condominium and all amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the developer or an officer or agent of the developer as being a complete copy of the actual recorded declaration.
 2. A certified copy of the Amended and Restated Articles of Incorporation of the association or, if the association was created prior to the effective date of this act and it is not incorporated, copies of the documents creating the association.
 3. A copy of the bylaws.
 4. The minute books, including all minutes, and other books and records of the association, if any.
 5. Any house rules and regulations which have been promulgated.
 - (b) Resignations of officers and members of the board of administration who are required to resign because the developer is required to relinquish control of the association.
 - (c) The financial records, including financial statements of the association, and source documents

from the incorporation of the association through the date of turnover. The records shall be audited for the period from the incorporation of the association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts, and related records to determine that the developer was charged and paid the proper amounts of assessments.

(d) Association funds or control thereof.

(e) All tangible personal property that is property of the association, which is represented by the developer to be part of the common elements or which is ostensibly part of the common elements, and an inventory of that property.

(f) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site with a certificate in affidavit form of the developer or the developer's agent or an architect or engineer authorized to practice in this state that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements. If the condominium property has been declared a condominium more than 3 years after the completion of construction or remodeling of the improvements, the requirements of this paragraph do not apply.

(g) A list of the names and addresses, of which the developer had knowledge at any time in the development of the condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the condominium or association property.

(h) Insurance policies.

(i) Copies of any certificates of occupancy which may have been issued for the condominium property.

(j) Any other permits applicable to the condominium property which have been issued by governmental bodies and are in force or were issued within 1 year prior to the date the unit owners other than the developer take control of the association.

(k) All written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective.

(l) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the developer's records.

(m) Leases of the common elements and other leases to which the association is a party.

(n) Employment contracts or service contracts in which the association is one of the contracting parties or service contracts in which the association or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(o) All other contracts to which the association is a party.

ARTICLE XIII

The principal place of business and mailing address is 4376-4398 Lakewood Road, Lake Worth, Florida 33461.

ARTICLE XIV

The registered agent and his address is Alfredo Garcia-Meruelo, P.A., at 730 NW 107th Ave., Ste 115, Miami, FL 33172.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 25th day of May, 2006.

Adopted by all Directors

Jorge A. Diaz

Marc Suarez

Ana C. Diaz

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Jorge A. Diaz, Marc Suarez, and Ana C. Diaz, this 25th day of May, 2006, who is/are personally known to me or who has/have produced _____ and who did/did not take an oath



My commission Expires

Notary Public

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA. NAMING AGENT UPON WHOM PROCESS MAY BE SERVED IN COMPLIANCE WITH SECTION 48.091 FLORIDA STATUTES. THE FOLLOWING IS SUBMITTED:

FIRST: That Gem Cove Condominium Association Inc., a Florida not for profit Corporation, desiring to organize and qualify under the Laws of the State of Florida, with its principal place of business at Palm Beach County, Florida has named Alfredo Garcia-Menocal, P.A. at 730 NW 107th Ave., Ste 115, Miami, FL 33172, as its Resident Agent to accept service of process within the State of Florida.

SECOND: That Gem Cove Condominium Association Inc., a Florida not for profit Corporation, hereby names 4376-4398 Lakewood Road, Lake Worth, Florida 33461, as its principal place of business.

Signature:

Title: Jorge A. Diaz, President

Date:

MAY 25th, 2006.

Having been named to accept service of process for the above stated corporation at the place designated in this certificate, I hereby agree to act in this capacity and I further agree to comply with the provision of all statutes relative to the proper and complete performance of my duties.

Signature:

Alfredo Garcia-Menocal

Date:

MAY 25th, 2006