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## FLORIDA PROFIT/NON PROFIT CORPORATION

Strada Master Association, Inc.

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**ARTICLES OF INCORPORATION  
OF  
STRADA MASTER ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

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

**ARTICLE I  
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the meanings ascribed to such terms in that certain Master Declaration of Covenants, Restrictions and Easements for Strada ("Master Declaration") to be recorded in the Public Records of Broward County, Florida.

**ARTICLE II  
NAME**

The name of this corporation shall be the STRADA MASTER ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Master Association, whose present address is 2700 W. Cypress Creek Road, Suite C-105, Fort Lauderdale, Florida 33309.

**ARTICLE III  
PURPOSE**

The purpose for which the Master Association is organized is to take title to, operate, administer and maintain the Master Association Property in accordance with the terms, provisions and conditions contained in the Master Documents and to carry out the covenants and enforce the provisions relative to the Master Association as set forth in the Master Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Master Association.

**ARTICLE IV  
POWERS**

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

A. The Master 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 Master Declaration or Bylaws.

B. The Master Association shall have all of the powers granted to the Master Association in the Master Declaration. All of the provisions of the Master Declaration and Bylaws are

incorporated into these Articles for the purpose of establishing the Master Association's powers necessary for it to act as contemplated by the Master Declaration.

C. The Master Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Master Documents;
2. To make, establish, amend abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Master Association Property;
3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Common Expenses and other costs defined in the Master Declaration and costs of collection, and to use and expend the proceeds of such Assessments in the exercise of its powers and duties of the Master Association;
4. To own, maintain, repair, replace, operate and convey the Master Association Property in accordance with the Master Documents;
5. To enforce by legal means the obligations of the membership of the Master Association and the provisions of the Master Documents;
6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Master Association Property and to enter into any other agreements consistent with the purposes of the Master Association;
7. To enter into the Master Documents and any amendments thereto and instruments referred to therein;
8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Master Association mandate to keep and maintain the Master Association Property in a proper and aesthetically pleasing condition;
9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Master Association Property in accordance with the Master Declaration and, as security for any such loan, to collaterally assign the Master Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan; and
10. To enter into agreements with Sub-Association(s) to provide management-type services to such Sub-Association(s) and perform any of the responsibilities of such Sub-Association(s) as set forth in the respective documents governing the Buildings for which they are responsible.
11. To enter into agreements with Owners.

12. To grant entities or individuals the right to use the Master Association Property for any purpose, including but not limited to, fairs, art shows and other similar events, including the right to charge any such entities or individuals a fee for such use.

ARTICLE V  
MEMBERS AND VOTING

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

- A. The membership of the Master Association shall be comprised of the Owners.
- B. Master Declarant shall be a Member of the Master Association until it no longer owns a Parcel or Condominium Unit. Every individual or entity who is a record Owner of a Parcel or Condominium Unit other than Master Declarant shall become a Member effective upon and as of the date such individual or entity takes title to a Parcel or Condominium Unit.
- C. Members shall have no voting rights in the Master Association other than the selection of Directors as set forth in Article X below. All decisions of the Master Association shall be made by the Board.
- D. No Member may assign, hypothecate or transfer in any manner its membership in the Master Association except as an appurtenance to its Parcel or Condominium Unit.
- E. Any Member who conveys or loses title to a Parcel or Condominium Unit by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel or Condominium Unit and shall lose all rights and privileges of a Member resulting from ownership of such Parcel or Condominium Unit.

ARTICLE VI  
TERM

The term for which this Master Association is to exist shall be perpetual. In the event of dissolution of the Master Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Master Association shall be conveyed to a similar owners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved corporation and its properties in the place and stead of the dissolved corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved corporation and its properties.

ARTICLE VII  
INCORPORATOR

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The name and address of the Incorporator of these Articles are as follows: Alan J. Goldberg, 2700 W. Cypress Creek Road, Suite C-105, Fort Lauderdale, Florida 33309.

ARTICLE VIII  
OFFICERS

A. The affairs of the Master Association shall be managed by the President of the Master Association, assisted by one or more Vice President(s), the Secretary and the Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX  
FIRST OFFICERS

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

President	Alan J. Goldberg
Vice President	Cary Goldberg
Secretary/Treasurer	Rebecca Goldberg

ARTICLE X  
BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("First Board") who are to serve until the Transfer Date. The number of members of the Board subsequent to the First Board shall be seven (7), with the Owner of each Parcel having the right to appoint one (1) Director unless more than seven (7) Parcels are created on the Property. In the event there are more than seven (7) Parcels created on the Property, the number of members of the Board may be increased accordingly, but in any event, there shall always be an odd number of Directors. In the event there is an even number of Parcels, one (1) Director shall be elected at large by all the Members with each Parcel having one (1) vote for such purpose.

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

<u>NAME</u>	<u>ADDRESS</u>
Alan J. Goldberg	2700 West Cypress Creek Road, Suite C-105 Fort Lauderdale, Florida 33309
Cary Goldberg	2700 West Cypress Creek Road, Suite C-105 Fort Lauderdale, Florida 33309
Rebecca Goldberg	2700 West Cypress Creek Road, Suite C-105 Fort Lauderdale, Florida 33309

Master Declarant reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Master Association until the earlier to occur of (i) the date Master Declarant, in it discretion, so designates in writing to the Master Association; or (ii) when Master Declarant no longer holds any interest in the Property (the "Transfer Date"). Upon the Transfer Date, Master Declarant shall cause all of the members of the First Board to resign, whereupon the Owners shall appoint the Directors. Upon the Transfer Date, the number of Directors shall increase as provided in Article X.A above. After the Transfer Date, the Board so selected pursuant to this Paragraph C shall serve a term of one (1) year and until the annual meeting of Directors following the expiration of the one-year term whereupon a new Board shall be appointed in the manner provided herein and as set forth in the Bylaws. Vacancies on the Board shall be filled in accordance with the Bylaws.

D. The Owner(s) of a Parcel shall appoint one (1) Director to the Board which Director shall cast the one (1) vote attributable to the Parcel. In the event there is more than one (1) Owner with respect to a Parcel as a result of the fee interest of such Parcel being held by more than one (1) person or entity, the Director appointed by the Owner(s) of such Parcel shall cast the one (1) vote attributable to such Parcel. Any Sub-Association that is created to administer a Parcel shall appoint/elect a Director to represent its Parcel in accordance with it governing documents and such Director shall cast the vote attributable to such Parcel.

E. An Owner of a Parcel may permit the Owner's tenant or the officers and/or directors of such tenant to designate the Board member for the Parcel.

ARTICLE XI  
INDEMNIFICATION AND LIMITED LIABILITY

A. Each and every Director and officer of the Master Association shall be indemnified by the Master Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon by him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Master Association, and the foregoing

provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Master Association. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Master Association may be entitled by common or statutory law.

B. The Master Association, the Board of Directors, Master Declarant and any member, agent, or employee of any of the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

ARTICLE XII  
BYLAWS

The Bylaws of the Master Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII  
AMENDMENTS

A. These Articles may be amended only as follows:

1. (a) Any number of proposed amendments may be submitted to the Board and voted upon by the Board at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each director within the time and in the manner provided in the Bylaws for the giving of notice of meetings of the Board.

(c) At such meeting a vote of the Board shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of two (2) out of three (3) directors or five (5) out of seven (7) directors, as the case may be, based upon the size of the Board at that time. In the event the size of the Board is increased pursuant to Article X, Paragraph A hereof, the affirmative vote of two-thirds (2/3) of the Directors shall be required.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by two (2) out of three (3) directors or five (5) out of seven (7) directors, as the case may be, based upon the size of the Board at that time, setting forth their intention that an amendment to the Articles be adopted. In the event the size of the Board is increased pursuant to Article X, Paragraph A hereof, the signature of two-thirds (2/3) of the Directors shall be required.

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B. 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 Master Declaration or any amendments or supplements thereto.

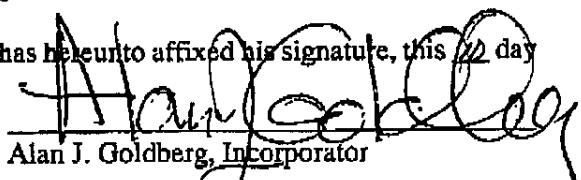
C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Master Declaration is recorded, a certified copy of each amendment or the Articles as restated to include such amendment shall be recorded amongst the Public Records of the County.

D. 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: (i) Master Declarant, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by Master Declarant; or (ii) any Institutional Lender without the prior written consent of such Institutional Lender.

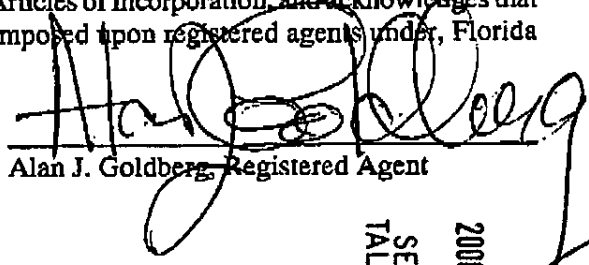
ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is 2700 W. Cypress Creek Road, Suite C-105, Fort Lauderdale, Florida 33309, and the initial registered agent of the Master Association at that address shall be Alan J. Goldberg.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 22 day of March, 2008.

  
Alan J. Goldberg, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Strada Master Association, Inc. as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under, Florida Statutes, Chapter 617.

  
Alan J. Goldberg, Registered Agent

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