

719000004118

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H19000129298 3)))



H190001292983ARCS

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6381

From: Account Name : SOLOMON & FURSHMAN, LLP
Account Number : 120050000182
Phone : (305) 861-8034
Fax Number : (305) 861-8012

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: victor@sfllp.com

FLORIDA PROFIT/NON PROFIT CORPORATION
LANDMARK AT DORAL CONDOMINIUM NO. 5 ASSOCIATION, INC.

Certificate of Status	1
Certified Copy	1
Page Count	08
Estimated Charge	\$87.50

Electronic Filing Menu

Corporate Filing Menu

Help

**ARTICLES OF INCORPORATION
OF
LANDMARK AT DORAL CONDOMINIUM NO. 5 ASSOCIATION, INC.**

TABLE OF CONTENTS

	Page
1. Name	1
2. Principal Office	1
3. Registered Office - Registered Agent.....	1
4. Definitions	1
5. Purpose	1
6. Powers and Duties	1
6.1 General	1
6.2 Enumeration	1
6.2.1 Assessments and Special Assessments	1
6.2.2 Real and Personal Property	1
6.2.3 Insurance.....	1
6.2.4 Rules and Regulations.....	1
6.2.5 Enforcement.....	1
6.2.6 Management and Employees	1
6.2.7 Approval of Transfers	1
7. Unit Owners and Membership.....	1
7.1 Membership	2
7.2 Assignment.....	2
7.3 Voting	2
7.4 Prior to Recordation of Declaration	2
8. Term of Existence	2
9. Directors	2
9.1 Number and Qualification.....	2
9.2 Duties and Powers.....	2
9.3 Election; Removal.....	2
9.4 Current Directors.....	2
10. Officers	2
11. Incorporator	2
12. Indemnification	3
12.1 Indemnity	3
12.2 Limitations on Indemnification.....	3
12.3 Effect of Termination of Action.....	3
12.4 Expenses.....	3
12.5 Approval.....	3
12.6 Advances.....	3
12.7 Miscellaneous.....	3
13. By-Laws	3
14. Amendments.....	3
14.1 Notice.....	3
14.2 Proposal.....	3
14.3 Approval.....	3
14.4 Attendance Not Required	3
14.5 Limitation	4
14.6 Recording	4
14.7 Developer	4

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

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

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

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

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

9. Directors.

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.

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

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

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

NAME	ADDRESS
Teresa Baluja	730 N.W. 107th Avenue, Suite 300 Miami, Florida 33172
Carmen Herrera	730 N.W. 107th Avenue, Suite 300 Miami, Florida 33172
Raisa Krause	730 N.W. 107th Avenue, Suite 300 Miami, Florida 33172

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

President:	Teresa Baluja 730 N.W. 107th Avenue, Suite 300 Miami, Florida 33172
Vice President:	Carmen Herrera 730 N.W. 107th Avenue, Suite 300 Miami, Florida 33172
Secretary/Treasurer:	Raisa Krause 730 N.W. 107th Avenue, Suite 300 Miami, Florida 33172

11. Incorporator. The name and address of the Incorporator is as follows:

Jeff Cooperman, Esq.
Solomon, Cooperman & Recondo, LLP
1200 Brickell Avenue, PH 2000
Miami, Florida 33131

12. Indemnification.

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

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

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

12.4 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

12.5 Approval. Any indemnification under Section 12.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

12.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 12.

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

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

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

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

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

14.3 Approval. An amendment shall be approved once it is approved:

14.3.1 by Unit Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

14.3.2 by Unit Owners holding eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

14.3.3 prior to the date upon which Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

14.4 Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the

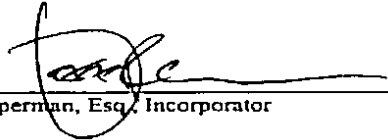
Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used as a vote for the purpose of creating a quorum.

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

14.6 **Recording.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Miami-Dade County, Florida.

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

For the purpose of forming this association under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation to be effective as of the 19th day of April, 2019.

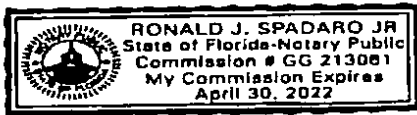

Jeff Cooperman, Esq., Incorporator

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19th day of April, 2019 by Jeff Cooperman, Esq., who is personally known to me.

My commission expires:


NOTARY PUBLIC, State of Florida

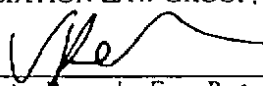


ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 19th day of April, 2019

ASSOCIATION LAW GROUP, P.L.

By: 

Victor Recondo, Esq., Partner