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FLORIDA NON-PROFIT CORPORATION

Miromar Lakes Beach and Golf Club Master Association

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**ARTICLES OF INCORPORATION
OF
MIROMAR LAKES BEACH AND GOLF CLUB
MASTER ASSOCIATION, INC.
(A Florida Not-For-Profit Corporation)**

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Florida Statutes, Chapter 617. Terms which are used as defined terms herein without definition shall have the meaning ascribed to such terms in the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club Master Association, Inc. (the "Declaration") to be recorded in the Public Records of Lee County, Florida.

ARTICLE I

NAME

The name of the corporation shall be Miromar Lakes Beach and Golf Club Master Association, Inc. (hereinafter referred to as the "Master Association"). Its principal office shall be at 24810 Burnt Pine Drive, Bernwood Courtyard, Suite 4, Bonita Springs, FL 34134 or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE II

NOT-FOR-PROFIT CORPORATION

The Master Association is a not-for-profit corporation.

ARTICLE III

DURATION

The period of duration of the Master Association is perpetual. Existence of the Master Association shall commence with the filing of these Articles with the Secretary of State.

THIS DOCUMENT WAS PREPARED BY:

Richard G. Cherry, Esq.
CHERRY & SPENCER, P.A.
1665 Palm Beach Lakes Blvd., Suite 600
West Palm Beach, Florida 33401
(561) 471-7767
(561) 471-7974 (Facsimile)
Florida Bar No.: 0303860

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ARTICLE IV

PURPOSE

The Master Association is organized for the purpose of maintaining property owned by, dedicated to or agreed to be maintained by the Master Association, exercising all the powers and privileges and to perform all of the duties and obligations of the Master Association as defined and set forth in the Declaration, including, but not limited to, the establishment and enforcement of payment of Assessments contained therein, and engaging in such other lawful activities as may be to the benefit of the Community. The Master Association shall maintain and operate the Surface Water Management System, unless the same is the responsibility of the CDD.

ARTICLE V

POWERS

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

Section 1. Common Law and Statutory Powers. The Master Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Master Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

- A. The power to acquire, own and dispose of real and personal property.
- B. The power to fix, levy and collect adequate Assessments against the Properties, as provided in and subject to the Declaration.
- C. The power to expend monies assessed and collected for the purpose of paying the expenses of the Master Association, including without limitation costs and expenses of maintenance and operation of property owned by, dedicated to or agreed to be maintained by the Master Association.
- D. The power to manage, control, operate, maintain, repair and improve the Common Areas of Common Responsibility.
- E. The power to purchase supplies, materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Areas of Common Responsibility.

- F. The power to insure and keep insured the Areas of Common Responsibility.
- G. The power to employ the personnel required for the operation and management of the Master Association and the Areas of Common Responsibility.
- H. The power to pay utility bills for utilities serving the Areas of Common Responsibility.
- I. The power to pay all taxes and assessments which are liens against the Areas of Common Responsibility.
- J. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.
- K. Subject to limitations in the Declarations, the power to control and regulate the use of the Properties.
- L. The power to make reasonable Rules and Regulations and to amend the same from time to time.
- M. The power to enforce by any legal means the provisions of these Articles, the By-Laws, the Declaration and the Rules and Regulations.
- N. The power to borrow money and to select depositories for the Master Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the By-Laws.
- O. The power to maintain and operate the Surface Water Management System for the Properties, to contract for maintenance and operation of the Surface Water Management System, and to assess Lots and other properties subject to Common Assessments for the costs and expenses thereof.
- P. The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Areas of Common Responsibility or the operation of the Master Association. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

The power to delegate to the management agent, all of the powers and duties of the Master Association, except those matters which must be specifically approved by the Board of Directors or Neighborhood Voting Representatives, as provided by the Declaration, these Articles of Incorporation, the By-Laws or applicable law.

Q. The power to appoint committees as the Board of Directors may deem appropriate.

R. The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Owners for violation of the provisions of the Declaration, these Articles of Incorporation, the By-Laws or the Rules and Regulations.

S. Subject to the terms of the Declaration, the power to bring suit and be sued.

T. The power to adopt, alter and amend or repeal the By-Laws of the Master Association as may be desirable or necessary for the proper management of the Master Association.

U. The power to provide any and all supplemental municipal services as may be necessary or proper.

V. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Master Association and the proceeds thereof shall be held in the name of the Master Association. No part of the income, if any, of the Master Association shall be distributed to the Owners, directors, or officers of the Master Association. Nothing herein shall prohibit the Master Association from reimbursing its directors, officers and committee members for all expenses reasonably incurred in performing services rendered to the Master Association, and from paying management and other contractors fees for services rendered to the Master Association.

Section 4. Exercise. The Board of Directors and the Officers shall have the sole authority to exercise the powers of the Master Association, except to the extent the Declaration, these Articles, the By-laws or governing law requires otherwise.

Section 5. Limitations. The powers of the Master Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE VI**QUALIFICATIONS OF MEMBERSHIP**

The qualifications for membership and the manner of admission shall be as provided by the By-Laws of the Master Association.

ARTICLE VII**VOTING RIGHTS**

The votes of Members will be cast solely by Neighborhood Voting Representatives, who shall have the right to vote only on the Master Association matters as specifically provided in the Declaration, these Articles, the By-Laws or by applicable law. Members shall not have the right to vote on any Association matters except as the same are specifically set forth in the Declaration or the same is required by applicable law.

ARTICLE VIII**LIABILITY FOR DEBTS**

Neither the Members nor the officers or directors of the Master Association shall be liable for the debts of the Master Association.

ARTICLE X**BOARD OF DIRECTORS**

Section 1. The number of directors constituting the initial Board of Directors of the Master Association is three (3) and the names and addresses of the persons who will serve as the initial Board of Directors of the Master Association are:

<u>Name</u>	<u>Address</u>
Jerry Schmoyer	c/o Miromar Lakes, L.L.C. 24810 Burnt Pine Drive Bernwood Courtyard, Suite 4 Bonita Springs, FL 34134
James T. Klecher	c/o Miromar Lakes, L.L.C. 24810 Burnt Pine Drive Bernwood Courtyard, Suite 4 Bonita Springs, FL 34134

Steven Lewis

c/o Miromar Lakes, L.L.C.
24810 Burnt Pine Drive
Bernwood Courtyard, Suite 4
Bonita Springs, FL 34134

Section 2. The Board of Directors shall be the persons who will manage the corporate affairs of the Master Association and are vested with the management authority thereof. The Board of Directors will be responsible for the administration of the Master Association and will have the authority to control the affairs of the Master Association, as are more fully set forth in the Declaration and the By-Laws.

Section 3. The method of election or appointment and terms of office, removal and filling of vacancies shall be as set forth in the By-Laws.

ARTICLE XI

BY-LAWS

The By-Laws may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

ARTICLE XII

CONSTRUCTION

These Articles of Incorporation and the By-Laws shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles of Incorporation or the By-Laws, the following order of priority shall apply: (i) the Declaration, (ii) the Articles of Incorporation, and (iii) the By-Laws.

ARTICLE XIII

SOLE INCORPORATOR

The name and address of the sole incorporator is as follows:

Richard G. Cherry

Cherry & Spencer, P.A.
1665 Palm Beach Lakes Blvd.
Suite 600
West Palm Beach, FL 33401

ARTICLE XIV

INDEMNIFICATION

The Master Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by applicable Florida Statutes, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including, but not limited to, the advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of Neighborhood Voting Representatives or disinterested directors, officers or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification for those indemnified. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such officer, director, committee member, employee and agent of the Master Association may be entitled.

ARTICLE XV

OFFICERS

The affairs of the Master Association shall be managed by a President, a Vice-President, a Secretary and a Treasurer, and if elected by the Board of Directors, any such other officers and assistant officers as may be designated by the Board of Directors. The Board of Directors at each annual meeting shall elect, to serve for a term of one (1) year or until their successor is elected, a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time determine appropriate.

ARTICLE XVI

DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by SFWMD prior to such termination, dissolution or liquidation.

ARTICLE XVII

AMENDMENT

After Turnover, amendments to these Articles of Incorporation shall require the affirmative vote of the Neighborhood Voting Representatives casting seventy-five percent (75%) of the total votes in the Master Association. Prior to Turnover, amendments to these Articles of Incorporation shall only require a majority vote of the Board of Directors. Amendments to the Articles of Incorporation shall be effective upon approval, filing with the Secretary of State and recording in the Public Records of Lee County, Florida.

ARTICLE XVIII

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Richard G. Cherry and the street address of the registered office of the Master Association shall be Cherry & Spencer, P.A., 1665 Palm Beach Lakes Boulevard, Suite 600, West Palm Beach, Florida 33401.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 31st day of August, 2000.

Richard G. Cherry
Richard G. Cherry, Incorporator

STATE OF FLORIDA
COUNTY OF PALM BEACH

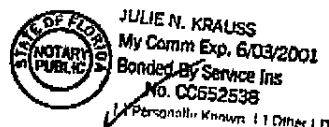
BEFORE ME, the undersigned authority, personally appeared RICHARD G. CHERRY, known to me and known by me to be the person described in and who executed the foregoing and who acknowledged before me that he executed the same for the uses and purposes therein expressed. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 31st day of Aug, 2000.

My Commission Expires:

Julie N. Krauss
Notary Public State of Florida

(Official Seal)



**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 MIROMAR LAKES BEACH AND GOLF CLUB MASTER
ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF
THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 24810
BURNT PINE DRIVE, BERNWOOD COURTYARD, SUITE 4, BONITA SPRINGS,
FLORIDA 34134.

SECOND – RICHARD G. CHERRY LOCATED AT CHERRY & SPENCER, P.A.,
1665 PALM BEACH LAKES BOULEVARD, SUITE 600, WEST PALM BEACH, FLORIDA
33401, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE: Richard G. Cherry
RICHARD G. CHERRY, INCORPORATOR

DATE: 8/31/00

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 PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE
PERFORMANCE OF MY DUTIES.

SIGNATURE Richard G. Cherry
RICHARD G. CHERRY

DATE: 8/31/00

FAN: H00-46209

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