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FLORIDA NON-PROFIT CORPORATION

Elizabeth Gardens Condominium Association, Inc.

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ARTICLES OF INCORPORATION
OF
ELIZABETH GARDENS CONDOMINIUM ASSOCIATION, INC.
(a Florida not-for-profit corporation)

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

ARTICLE I

The name of the corporation shall be ELIZABETH GARDENS 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 Elizabeth Gardens Condominium (the "Condominium") in accordance with the Florida Condominium Act (the "Act") upon land situated in Miami-Dade County, Florida, as described in that certain Declaration of Condominium ("Declaration") of ELIZABETH GARDENS CONDOMINIUM ("Condominium") recorded or to be recorded in the Public Records of Miami-Dade County, Florida, and 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 Articles of Incorporation, the Bylaws of the Association to be adopted (the "Bylaws"), and in the Declaration, when the land and the improvements constructed thereon are submitted to the condominium form of ownership; and to own, operate, encumber, lease, sell, 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 (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.

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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 use of the units, common elements and limited common elements in and of the Condominium as such terms are defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the common expenses of the Condominium as provided in the Declaration and Bylaws; including the power to levy and collect assessments for the purpose of paying assessments levied against units in the Condominium by governmental entities and for the purpose of acquiring, owning, holding, operating, leasing encumbering, selling, conveying, exchanging, managing and others is dealing with the Condominium Property, including units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration. However, the Association may not charge a use fee against a unit owner for the use of common elements or association property unless otherwise provided for in the Declaration of Condominium or by a majority vote of the Association or unless the charges relate to expenses incurred by an owner having exclusive use of the common elements or association property.

3. Maintain, repair, replace, operate and manage the Condominium Property including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.

4. Contract for the management of the Condominium and in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws and all rules and regulations governing use of the Condominium which may from time to time establish.

6. 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 matter of common interest, including but not limited to, the common elements; the roof and structural components of a

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building or other improvements; mechanical, electrical and plumbing elements serving an improvement or a building; representations of the Developer pertaining to any existing or proposed commonly used facilities and protesting ad valorem taxes on commonly used facilities and on units; and may defend actions in eminent domain or bring inverse condemnation actions. Nothing herein limits any statutory or common-law right of any individual unit owner or class of unit owners to bring any action which may otherwise be available.

7. 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 for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

8. 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 the Act.

9. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board of Administration. Except as otherwise permitted in Subsection 10 and 11 below, and in section 718.114, Florida Statutes, there shall be no acquisition of title to real property by the Association except in the manner provided in the Declaration.

10. The Association has the power to purchase any land or recreation lease upon the approval of such voting interest as is required by the Declaration. If the Declaration makes no provision for acquisition of the land or recreation lease, approval of the majority of voting interest shall be required to amend the Declaration to permit the acquisition.

11. The Association has the power, unless prohibited by the Declaration, Articles of Incorporation or Bylaws of the Association, 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 of its lien for unpaid assessments, or take title by deed in lieu of foreclosure.

12. Unless prohibited by the Declaration, 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 move or vacate any easement created in whole or in part of anyone other than the unit owners, or crossing the property on anyone other than the unit owners, without the

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consent or approval of these 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 section 718.104(4)(m), Florida Statutes, or the powers enumerated in Subsection 6.

13. The Association shall use its best efforts to 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 pursuant to Subsection 14. The Association shall obtain and maintain adequate 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 Subsection, 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 bonding.

14. Every hazard policy which is issued to protect a Condominium building shall provide that the word "Building" wherever used in the policy include, but not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the unit was initially conveyed if the original plans and specifications are not available. However, unless prior to October 1, 1986, the Association is required by the Declaration to provide coverage therefore, the word "Building" does not include unit floor coverings, wall coverings or ceiling covering and as to contracts entered into after January 1, 1992, does not include the following equipment: electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built in cabinets. With respect to the coverage provided for by this Subsection, the unit owners shall be considered additional insured under the policy.

15. Every insurance policy issued 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 without rights of subrogation against the Association.

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ARTICLE IV

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

A. Except as provided in Paragraph E, Article IV, hereof, if a Condominium Unit is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership in the Association assigned to such unit

B. *Otherwise in accordance with Article IV(A) above*, membership shall be established by the acquisition of fee 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 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 expended, 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 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 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.

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AUDIT NO. H030002405782**ARTICLE V**

The term of the Association shall be perpetual or if the Condominium is terminated, the term shall end as soon after termination of the Condominium as its affairs can be concluded.

ARTICLE VI

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places within or without the State of Florida as may from time to time be designated by the Board of Administration.

The affairs of the Association shall be managed by the Board of Administration. The Board of Administration shall be comprised of four persons until such time as the Developer has conveyed title to all units in the Condominium. After such event occurs, the Board of Administration shall be comprised of three persons. The members of the Board of Administration shall consist of one (1) Unit Owner from each Unit with the third member ("Non-Owner Director") to be selected by and as mutually agreed upon by the two (2) Unit Owner Directors. The selection of the Non-Owner Director shall be made by the Unit Owner Directors at the annual meeting of the membership as provided by the Bylaws. The Board of Administration may employ personnel or entities 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 two Unit Owner members shall hold all offices, the Non-Owner Director and any other person hereby being precluded from acting as an officer of the Association. 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 and considering the fact that this Association is created for the purposes of operating and managing the Condominium Property.

ARTICLE VII

The names and addresses of the members of the first Board of Directors (Board of Administration), who subject to the provisions of the laws of the State of Florida,

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these Articles of Incorporation and the Bylaws, shall hold office until their successors are elected and take possession, are as follows:

<u>Name</u>	<u>Address</u>
Martin Guerra	9370 Sunset Dr, #A-202, Miami FL
Judith Guerra	9370 Sunset Dr, #A-202, Miami FL
Patricia Cummins	9555 N. Kendall Dr, #202, Miami FL
Jeffrey Drew Cummins	9555 N. Kendall Dr, #202, Miami FL

The subscribers to these Articles of Incorporation are the persons wherein named to act and serve as members of the first Board of Directors (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 Articles of Incorporation and the Bylaws shall be the following:

President	Martin Guerra
Vice President	Judith Guerra
Secretary	Patricia Cummins
Treasurer	Jeffrey Drew Cummins

ARTICLE IX

The original Bylaws of the Association shall be adopted by a majority of the subscribers to the Articles of Incorporation at a meeting at which a majority of the subscribers is present, and thereafter, in order for such amendment to become effective, the same must be approved by an affirmative vote of the owners of units to which not less than seventy-five percent (75%) of the unit owners and thereafter, in order for an amendment to become effective, the same must be approved by an affirmative vote of the owners of units to which not less than seventy-five percent (75%) of the common elements are appurtenant and a copy of such amendment to these Bylaws shall be transcribed, certified by the president and secretary of the Association and a copy thereof shall be incorporated into and Amendment of the Declaration and recorded in the Public Records of Miami-Dade County, Florida within thirty (30) days from the date of which amendment has been affirmatively approved by the members.

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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 counsel 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 member of the 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 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 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 that time declare or added, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board or member, 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 (20) days or later than sixty (60) 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 (14) days nor more than thirty (30) 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 waiver of 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 member owning not less than two-thirds (2/3) of the units in the Condominium in

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order for such amendment to become effective. Thereupon, such amendments of these 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 Miami-Dade County, Florida within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the incorporation nothing which shall abridge, amend or alter the right of the Developer to designate and select members of the Board of Administration, may be adopted or become effective without the prior written consent of Developer.

ARTICLE XII

A. When unit owners other than the Developer own fifteen percent (15%) or more of the units in the Condominium that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) 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 the Association:

1. Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the association have been conveyed to purchasers.

2. Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the association have been conveyed to purchasers;

3. When all the units that will be operated ultimately by the association have been completed, some of them have conveyed to purchasers, and none of the others are being offered by sale by the developer in the ordinary course of business;

4. 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

5. Seven (7) years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to Florida Statute 718.403, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one (1) member of the board of administration of an association as long as the developer holds the sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than five hundred (500)

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units, and two percent (2%), in condominiums with more than five hundred (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 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.

2. At the time 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 in accordance with section 718.301, Florida Statutes.

ARTICLE XIII

The principal place of business is 3051 Elizabeth Street, Miami, Florida 33133.

ARTICLE XIV

The registered agent and his address are Jeffrey Drew Cummins, 9555 N. Kendall Drive, Suite 202, Miami, Florida 33176.

In witness whereof, the subscribers have hereunto set their hands this 28 day of July, 2003.

Witnesses:

Elisabeth Perelli
J. Lee
Elisabeth Perelli
J. Lee
Elisabeth Perelli
J. Lee

[Signature]
Martin Guerra, President

[Signature]
Judith Guerra, Vice President

[Signature]
Patricia Cummins, Secretary

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Certificate designating place of business or domicile for the service of process within Florida, naming again upon whom process may be served in compliance with Section 48.091 Florida Statutes, the following is submitted:

First: That Elizabeth Gardens Condominium Association, Inc., a Florida not-for-profit corporation, desiring to organize or qualify under the laws of the State of Florida with its principal place of business at the City of Miami, State of Florida has named Jeffrey Drew Cummins, 9555 N. Kendall Drive, Suite 202, Miami, Florida, as its resident agent to accept service of process within the State of Florida.

Second: That Elizabeth Gardens Condominium Association, Inc. hereby names 3051 Elizabeth Street, Miami, Florida 33133, as its principal place of business.



Martin Guerra, PresidentDated: July 29, 2003

Having been named to accept service of process for this 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.



Jeffrey Drew Cummins, Resident AgentDated: July 29, 2003

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