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FLORIDA NON-PROFIT CORPORATION

the river front master association, inc.

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STATE OF FLORIDA
TALLAHASSEE, FLORIDA

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ARTICLES OF INCORPORATION
OF
THE RIVER FRONT MASTER
ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME AND ADDRESS

The name of the corporation shall be the THE RIVER FRONT MASTER ASSOCIATION, INC., a Florida corporation not for profit. The principal address of the corporation is 1637 S.W. 8th Street, Miami, Florida 33135. For convenience, the corporation shall be referred to in this instrument as the "Master Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Master Association as the "Bylaws".

ARTICLE II

PURPOSES AND POWERS

2.1 Objects and Purposes. The objects and purposes of the Master Association are those objects and purposes as are authorized by the Declaration of Covenants, Restrictions and Easements for the The River Front recorded (or to be recorded) in the Public Records of Miami-Dade County, Florida, as hereafter amended and/or supplemented from time to time (the "Master Declaration"). The further objects and purposes of the Master Association are to preserve the values and amenities in the Project, as same are defined in the Master Declaration, and to maintain the Common Properties and any portions of the Committed Property as determined by the Board of Directors or as set forth in the Master Declaration thereof for the benefit of the Members of the Master Association.

2.2 Not for Profit. The Master Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation. Upon dissolution, all assets of the Master Association shall be transferred only to another not-for-profit corporation or as otherwise authorized by the Florida not-for-profit corporation statute.

2.3 Powers. The powers of the Master Association shall include and be governed by the following:

2.3.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Master Declaration, or the Bylaws.

2.3.2 Enumeration. The Master Association shall have the powers and duties set forth in subsection 2.3.1 above, except as limited by these Articles, the Bylaws and the Master Declaration, and all of the powers and duties reasonably necessary to operate the Master Association pursuant to the Master Declaration, and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against Members and Owners, and to use the proceeds thereof in the exercise of its powers and duties.

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- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Common Properties, and portions of the Committed Property as set forth in the Master Declaration or as determined by the Board of Directors and other property acquired or leased by the Master Association.
- (d) To purchase insurance upon the Common Properties and insurance for the protection of the Master Association, its officers, directors and Members.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Properties and Units and Lots and for the health, comfort, safety and welfare of the Members.
- (f) To enforce by legal means the provisions of the Master Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Common Properties, Units and Lots, subject, however, to the limitation regarding assessing Units and Lots owned by the Declarant for fees and expenses relating in any way to claims or potential claims against the Declarant as set forth in the Master Declaration and/or Bylaws.
- (g) To contract for the management and maintenance of the Common Properties and to authorize a management agent (which may be an Affiliate of the Declarant) to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties with such funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties granted by the Master Declaration, Bylaws and these Articles, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.
- (h) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Common Properties.

ARTICLE III

MEMBERS

The Members of the Master Association shall be as set forth in the Master Declaration and the Bylaws of the Master Association.

ARTICLE IV

CORPORATE EXISTENCE

The Master Association shall have perpetual existence.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Management by Directors. The property, business and affairs of the Master Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as provided for in the By-Laws, and further provided that once the Declarant ceases to have a right to appoint any Directors, the number of Directors shall always be an odd number. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 5.2. Original Board of Directors. The names and addresses of the first Board of Directors of the Master Association, who shall hold office until their qualified successors are duly elected and have taken office as provided in the Bylaws, are as follows:

<u>Name</u>	<u>Address</u>
Frank Guerra	1637 S.W. 8 th Street Miami, Florida 33135
Inigo Ardid	c/o Key International, Inc. 848 Brickell Avenue Suite 700 Miami, Florida 33131
Diego Ardid	c/o Key International, Inc. 848 Brickell Avenue Suite 700 Miami, Florida 33131
Antonio J. Cabrera, Jr.	1637 S.W. 8 th Street Miami, Florida 33135

Section 5.3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors, directors shall be elected by the Members of the Master Association at the annual meeting of the membership as provided by the Bylaws of the Master Association, and the Bylaws may provide for the method of voting in the election and for removal from office of directors.

Section 5.4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5.5. Vacancies. If a director so elected shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

Section 5.6. Term of Declarant Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for periods described in the Bylaws.

ARTICLE VI

OFFICERS

Section 6.1. Mandatory Offices. The Master Association shall have the offices of President, Vice President, Secretary and Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 6.2. Officers. The affairs of the Master Association shall be administered by the officers holding the offices designated above and in the Bylaws. The officers shall be elected by the

Board of Directors of the Master Association at its first meeting following the annual meeting of the members of the Master Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Name and Office:

Addresses:

President:

Frank Guerra

1637 S.W. 8th Street
Miami, Florida 33135

Vice-President:

Inigo Ardid

c/o Key International, Inc.
848 Brickell Avenue
Suite 700
Miami, Florida 33131

Secretary/Treasurer:

Antonio J. Cabrera, Jr.

1637 S.W. 8th Street
Miami, Florida 33135

Assistant Secretary:

Diego Ardid

c/o Key International, Inc.
848 Brickell Avenue
Suite 700
Miami, Florida 33131

ARTICLE VII

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed in the manner set forth in the Bylaws.

ARTICLE VIII

AMENDMENTS AND PRIORITIES

Section 8.1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Master Association for adoption or rejection (by affirmative vote of 66-2/3% of the Members), all in the manner provided in, and in accordance with the notice provisions of, Chapter 617, Florida Statutes.

Section 8.2. Limitation. No amendment shall be made which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or any affiliate, successor or assign of the Developer, unless the Declarant(s) shall join in the execution of the amendment.

Section 8.3. Declarant(s) Amendments. The Declarant(s) may amend these Articles consistent with the provisions of the Master Declaration, including such provisions of the Master Declaration allowing certain amendments to be affected by the Declarant(s) alone.

Section 8.4. Conflict. In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Master Declaration, the Master Declaration shall control.

ARTICLE IX
INCORPORATOR

The name and address of the incorporator of this Corporation is:

<u>Name</u>	<u>Address</u>
Frank Guerra	1637 S.W. 8 th Street Miami, Florida 33135

ARTICLE X
INDEMNIFICATION

Section 10.1 Indemnity. The Association shall indemnify any officer, director, or committee member 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, officer, or committee member of the Master Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or 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, that he had reasonable cause to believe his conduct was unlawful; and (ii) such court also determines specifically that indemnification should be denied. 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. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

Section 10.2 Expenses. To the extent that a director, officer, employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith. Assessments may be made by the Association to cover any expenses or other amounts to be paid by the Association in connection with the indemnification provided herein.

Section 10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors 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 a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

Section 10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

Section 10.5. 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 any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 10.6. Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 10.7. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

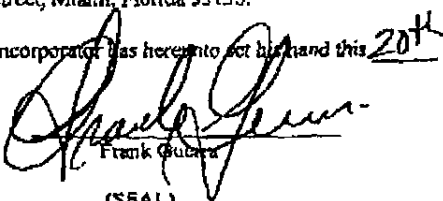
Section 10.8. Definitions. Unless the context otherwise requires, all terms used in these Articles shall have the same meaning as are attributed to them in the Master Declaration and the By-Laws.

ARTICLE XI

REGISTERED AGENT

Until changed, Frank Guerra shall be the registered agent of the Master Association and the registered agent's office shall be at 1637 S.W. 8th Street, Miami, Florida 33135.

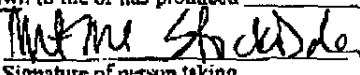
IN WITNESS WHEREOF, the aforesaid Incorporator has hereunto set his hand this 20th day of October, 2005.


Frank Guerra

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

(SEAL)

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by Frank Guerra. He is personally known to me or has produced _____ as identification and has, has not, taken an oath.


Signature of person taking
acknowledgment

My commission expires: 12-8-2007

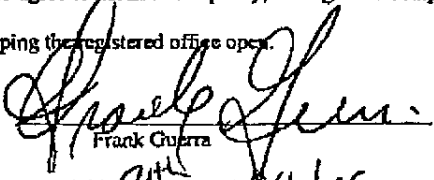


CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Miami-Dade, State of Florida, the corporation named in said articles has named Frank Guerra, located at 1637 S.W. 8th Street, Miami, Florida 33135, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


Frank Guerra

Dated this 20th day of October, 2005.

This instrument was prepared by:

Jennifer Bales Drake, Esquire
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312
Phone: (954) 985-4113

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