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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**The Marina Club at Blackwater Sound Condominium Asso**

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ARTICLES OF INCORPORATION OF SECRETARY OF STATE  
THE MARINA CLUB AT BLACKWATER SOUND, FLORIDA  
CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, hereby form this corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Chapter 617, Florida Statutes, with the powers, rights, privileges and immunities as hereinafter set forth:

ARTICLE 1  
NAME

1.1 The name of the corporation shall be The Marina Club at Blackwater Sound Condominium Association, Inc. For convenience, the Corporation shall be referred to in this instrument as "the Association."

ARTICLE 2  
PURPOSE

2.1 The purpose and objects for which the Association is organized are any and all purposes authorized to be performed by a corporation not for profit under Chapter 617 of the Florida Statutes, together with any association under the Florida Condominium Act (the "Act"). As used herein, the term "corporation not for profit" means a corporation no part of the income of which is distributable to its members, directors and officers.

2.2 Without limiting the generality of the foregoing, the purposes for which the Association is formed shall include maintenance, preservation and architectural control of the condominium units and common elements within that certain Condominium more particularly described in the Declaration of Condominium filed in the office of the Clerk of the Circuit Court of Monroe County, Florida (hereinafter, "the Declaration of Condominium"). Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Declaration of Condominium.

ARTICLE 3  
POWERS

3.1 The Association shall have and may exercise any and all rights, privileges, and powers set forth in Chapters 617 of the Florida Statutes and the Act as of the date hereof, together with those powers conferred by the aforesaid Declaration of Condominium and the Bylaws of the Association. Without limiting the generality of the foregoing, and in order to effectuate the purposes set forth in Article 2 herein, the Association shall have the following powers:

- (a) Determining, making, levying and collecting assessments from members to defray the costs of the Condominium, and using the proceeds of such assessments in the exercise of powers and duties granted to the Association.

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- (b) Maintaining, repairing, replacing, operating and managing the Condominium and the Condominium Property wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- (c) Reconstructing improvements after any casualty, and further improving the property, real and personal.
- (d) Make, amending and enforcing regulations governing the use of the property, real and personal, in the Condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations placed upon the use of such property under the terms of these Articles of Incorporation, the Bylaws and the Declaration.
- (e) Maintaining bank accounts for the Association and designating the signatories required.
- (f) Obtaining and reviewing insurance for the Association.
- (g) Acquiring and entering into leases and agreements of every nature, whereby the Association acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including recreational and communal facilities, whether or not contiguous to the lands of the Condominium, providing enjoyment, recreation, or other use or benefit to the members, or as may be deemed by the Board to be in the best interests of the Association, and further including any and all contracts with the Developer and/or its successors in interest furnishing services to the Condominium and its members for compensation, subject to such conditions and limitations as the Association and the Developer shall deem appropriate.
- (h) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association or its designee, including, without limitation, at foreclosure or other judicial sales.
- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association or its designee.
- (j) Enforcing obligations of Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (k) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
- (l) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association Property.

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- (m) Contracting for the management, operation and maintenance of the Condominium and authorizing a managing agent or Operator to assist the Board of Directors in carrying out its powers and duties as the Board may deem appropriate under the circumstances; contracting for the management or operation of portions of the Condominium Property susceptible to separate management or operation; and granting concessions for the purpose of providing services to Unit Owners. In exercising this power, the Association may contract with affiliates of itself and of the Developer. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (n) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Unit Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Unit Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (o) Exercising (i) all powers specifically set forth in the Condominium Documents, and in the Condominium Act, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

3.2 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

3.3 Distribution of Income: Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers and upon dissolution, all assets of the Association shall be transferred only to another corporation non profit or a public agency or as otherwise authorized by Chapter 617 of the Florida Statutes.

3.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

## ARTICLE 4 ASSOCIATION MEMBERSHIP

4.1 The Members of the Association shall be all record owners of a fee simple interest in one or more Units in the Condominium, as further provided in the Bylaws. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. In no event may any membership be severed from the Unit to

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which it is appurtenant. Membership in the Association shall cease and terminate upon the sale, transfer or disposition of the member's ownership interest in his Condominium Unit.

4.2 As used in these Articles of Incorporation, the Bylaws and the Declaration of Condominium, the term "Unit Owners" shall be synonymous with the term "members" when referring to the members of the Association.

## ARTICLE 5 VOTING RIGHTS OF UNIT OWNERS

On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each Rack Unit. The Commercial Unit is entitled to eighteen (18) votes. All votes shall be exercised or cast in the manner provided by the Declaration and Bylaw.

## ARTICLE 6 BOARD OF DIRECTORS

6.1 Membership of Board. The property, business and affairs of this Association shall be managed by a Board of Directors consisting of the number of Board members determined by the Bylaws, but not fewer than three (3) persons, and in the absence of such determination shall consist of three (3) Directors. Directors, other than designees of the Developer, must be members of the Association.

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

6.3 Election and Removal. Members of the Board shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

6.4 First Board of Directors. The names and addresses of the persons who shall act in the capacity of Directors (members of the Board) until their successors shall be elected and qualified are as follows:

NAME

ADDRESS

James Pagano

1515 N. Federal Highway  
Suite 405  
Boca Raton, FL 33432

Bruce Pagano

1515 N. Federal Highway  
Suite 405  
Boca Raton, FL 33432

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NAME

ADDRESS

Mark Delevie

1515 N. Federal Highway  
Suite 405  
Boca Raton, FL 33432

**ARTICLE 7  
INDEMNIFICATION**

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including but not limited to attorneys' fees actually incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- a. Willfull misconduct or a conscious disregard for the best interest of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- b. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- c. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

**ARTICLE 8  
BYLAWS**

The first Bylaws of the Association shall be adopted by the Board and may be thereafter altered, amended or rescinded in the manner provided in such Bylaws.

**ARTICLE 9  
AMENDMENTS**

Amendments to the Articles of Incorporation may be considered at any regular or special meeting of the members and may be adopted in the following manner:

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9.1 Notice. Notice of the subject matter of a proposed amendment and of the meeting at which a proposed amendment is considered, and said notice shall be made as required by the Bylaws.

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by a majority of the voting members. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Such amendments must be approved by not less than sixty-seven percent (67%) of the votes of the voting members.

9.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in subsection 3.2, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, 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 unless the Developer shall join in the execution of the amendment. No amendment to this subsection 9.3 shall be effective.

9.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

9.5 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 Monroe County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

## ARTICLE 10 TERM

10.1 The term of the Association shall be perpetual.

## ARTICLE 11 INCORPORATOR

11.1 The name and address of the Incorporator of this corporation is:

Mark Delevie  
1515 N. Federal Highway  
Suite 405  
Boca Raton, FL 33432

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## ARTICLE 12 MISCELLANEOUS

12.1 Developer's Rights. No amendment of these Articles of Incorporation or the Bylaws shall change Developer's rights and privileges as set forth in the Declaration of Condominium without Developer's prior written approval so long as Developer owns any Unit.

12.2 Stock. The Association shall issue no shares of stock of any kind or nature whatsoever.

12.3 Severability. Invalidity of any one or more of the provisions hereof shall in no way affect any other provisions, which shall remain in full force and effect.

## ARTICLE 13 INITIAL REGISTERED AGENT

13.1 Principal Office; Registered Office and Registered Agent. The initial principal office shall be 1515 North Federal Highway, Suite 405, Boca Raton, Florida, 33432. The initial registered office of the Association shall be 1515 North Federal Highway, Suite 405, Boca Raton, Florida, 33432. The initial Registered Agent at that address shall be Mark Delevie.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 18<sup>th</sup> day of July, 2006.

Printed Name: Mark Delevie

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PALM BEACH )

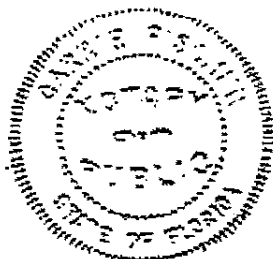
BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Mark Delevie, who ( ) is personally known to me to be the individual described in, or ( ) who produced Florida driver's licenses for identification, and he or she did not take an oath.

SWORN and subscribed to before me this 18<sup>th</sup> day of July, 2006.

Carmie Flecher  
NOTARY PUBLIC  
at Large  
My Commission Expires:



Carmie Flecher  
My Commission DD185468  
Expires March 23, 2007



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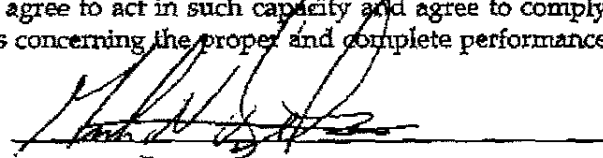
**CERTIFICATE DESIGNATING REGISTERED AGENT  
FOR THE SERVICE OF PROCESS IN THIS STATE**

PURSUANT to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Act.

The Marina Club at Blackwater Sound Condominium Association, Inc. desiring to organize under the laws of the State of Florida, with its principal offices at 1515 North Federal Highway, Suite 405, Boca Raton, Florida, 33432, has named Mark Delevie, with an office located at 1515 North Federal Highway, Suite 405, Boca Raton, Florida, 33432 as its Registered Agent to accept service of process within this State.

**ACKNOWLEDGEMENT:**

Having been named to accept service of process for the above-named corporation at the place designated in these Articles, I hereby agree to act in such capacity and agree to comply with the provisions of all applicable statutes concerning the proper and complete performance of my duties.



Printed Name: Mark Delevie

Dated: 7/18/06

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