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TALLAHASSEE, FLORIDA

**FLORIDA PROFIT/NON PROFIT CORPORATION**

**Mediterranea Maintenance Association, Inc.**

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**ARTICLES OF INCORPORATION OF  
MEDITERRANEA MAINTENANCE ASSOCIATION, INC.**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporator, desiring to form a corporation not-for-profit under the Chapter 617 of the laws of the State of Florida, hereby adopts the following Articles of Incorporation ("Articles"):

**Article 1**

**NAME AND DEFINITIONS**

The name of the corporation shall be Mediterranea Maintenance Association, Inc., which is hereinafter referred to as the "Association".

The capitalized terms used herein shall have the meanings, if any, given to them in the Declaration of Covenants, Restrictions and Easements for Mediterranea, recorded (or to be recorded) in the Public Records of Palm Beach County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants") unless the context clearly requires otherwise; provided, however, that the term "Member" shall mean a member of the Association as provided herein.

**Article 2**

**PURPOSES AND POWERS**

The objects and purposes of the Association are those objects and purposes as are authorized by the Covenants. The further objects and purposes of the Association are to preserve the values and amenities of all Lots and Units which are now or hereafter developed within the properties which are subjected to the Covenants (hereinafter referred to as the "Property") and to maintain the Common Areas (including any Limited Common Areas) for the benefit of the Members of the Association and the Owners of the Lots and Units within Mediterranea (the "Community").

The 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.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into, which may be an affiliate of RANDOLPH/CORNERSTONE JOINT VENTURE, LLC, a Florida limited liability company (the "Declarant"), the powers and duties of the Association, except those which require specific approval of the Board or the Members.

The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Covenants. The Association shall also have all of the powers necessary to exercise all of the Association's rights and privileges, to perform all of its duties and obligations and to otherwise implement the purposes of the Association as set forth in the Covenants, as well as the powers and duties of an association which are set forth in Chapter 720 of the Florida Statutes (2005), as amended from time to time. The Association shall further have all of the powers necessary to provide for the common good, health, safety and general welfare of all of the Owners.

The foregoing statement of purposes shall be construed as a statement both of purpose and of powers, and such purposes and powers shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause or statement, but shall be broadly construed as independent purposes and powers.

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### Article 3

#### MEMBERS

3.01 Membership. The Members of the Association shall be as follows:

- (a) Owner(s). Each Owner of a Lot or Unit shall be a Class A Member of the Association.
- (b) Declarant. The Declarant shall be the sole Class B Member of the Association, until termination of the Class B Membership as provided in the Covenants.

3.02 Members' Voting Rights. All matters upon which the Members shall be entitled or required to vote, each Member shall have the following number of votes:

- (a) Each Lot or Unit shall have one (1) vote, which shall be cast by the applicable Voting Representative in the manner provided by the Bylaws.
- (b) The Declarant shall have one thousand (1000) votes, so long as the Declarant is the Class B Member as provided in the Covenants, and thereafter the Declarant shall have the lesser of (i) one (1) vote less than the number of votes required to elect a majority of the Directors; or (ii) the maximum number of votes permitted under applicable law.

3.03 General Matters. Unless otherwise specified, when reference is made herein, or in the Covenants, Bylaws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Voting Representatives, such reference shall be deemed to be a reference to a majority or specific percentage of the votes of Voting Representatives present at a duly constituted meeting thereof and not of the Voting Representatives themselves.

3.04 Meetings of Members. The Bylaws shall provide for an annual meeting of Members, and may provide for regular and special meetings of Members other than the annual meeting [as well as meetings of Members of Neighborhoods for the sole purpose of voting on Neighborhood Services, as provided in the Covenants and Bylaws ("Neighborhood Members Meetings")]. A quorum for the transaction of business at any meeting of the Members (including any Neighborhood Members Meeting) shall exist if at least thirty percent (30%) of the total votes which may be cast by the Voting Representatives in good standing shall be represented at the meeting by the respective Voting Representatives. Unless otherwise specifically required by law, references herein and in the Covenants, Bylaws and other documents administered by or binding on the Association shall be deemed to refer to meetings and votes of Voting Representatives.

### Article 4

#### CORPORATE EXISTENCE

The Association shall have perpetual existence.

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**Article 5****BOARD OF DIRECTORS**

5.01 Management by Directors. The property, business and affairs of the Association shall be managed by a Board, which shall initially consist of three (3) persons. Upon termination of the Class B Membership, the Board may increase, by resolution, the authorized number of directors on the Board, up to a maximum of seven (7) directors. 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 annual meetings.

5.02 Original Board of Directors. The names and addresses of the first Board, who shall hold office until the first election and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

Name	Address
Bruce Adams	2121 Ponce de Leon Blvd., PH Coral Gables, Florida 33134
Karr Shannon	2121 Ponce de Leon Blvd., PH Coral Gables, Florida 33134
Barbara Beguiristain	2121 Ponce de Leon Blvd., PH Coral Gables, Florida 33134

5.03 Appointment of Directors. The Directors shall be appointed as follows:

- (a) The Declarant shall have the right to appoint all of the Directors of the Association until termination of the Class B Membership, as provided in the Covenants, at which time the Board may be expanded, by Resolution of the Board, to up to seven (7) Directors and the Voting Representatives other than the Declarant shall have the right to appoint a majority of the Directors. Provided, however, as set forth in Article XI, Section 2 of the Covenants, for so long as the Declarant holds for sale in the ordinary course of business at least five per cent (5%) of the Lots or Units in the Community, Declarant is entitled to elect at least one (1) member of the Board of Directors.
- (b) After the Declarant relinquishes control of the Association, the Declarant may also exercise the right to appoint any Declarant-owned voting interests in the same manner as any Voting Representatives other than Declarant, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board.
- (c) For purposes of this section, the term "Members" or "Voting Representatives other than the Declarant" shall not include Unit Owners, builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

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5.04 Election or Appointment of Board of Directors. Unless otherwise provided in these Articles of Incorporation, directors elected or appointed by the Voting Representatives other than the Declarant shall be elected or appointed at the annual meeting of the Members as provided in the Bylaws. The Bylaws may provide for the method of voting for the election and for the removal from office of directors.

5.05 Duration of Office. Directors elected or appointed by the Voting Representatives shall hold office until the next succeeding annual meeting of the Members and thereafter until qualified successors are duly elected or appointed and have taken office.

5.06 Vacancies. If a director elected or appointed by the Declarant or another Member shall for any reason cease to be a director, the Declarant or other Member, as applicable, that appointed or elected such director shall have the right to appoint or elect a successor to fill the vacancy for the balance of the unexpired term.

## Article 6

### OFFICERS

6.01 Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the Bylaws.

6.02 Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board annually for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election for the removal from office of officers, for the filling of vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board may elect or appoint an individual to fill such vacancy.

6.03 First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
President: Barbara Beguiristain	2121 Ponce de Leon Blvd., PH Coral Gables, Florida 33134
Vice President: Karr Shannon	2121 Ponce de Leon Blvd., PH Coral Gables, Florida 33134
Secretary and Treasurer: Bruce Adams	2121 Ponce de Leon Blvd., PH Coral Gables, Florida 33134

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## Article 7

### BY-LAWS

The Board shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, repealed or rescinded by the Voting Representatives in the manner set forth in the Bylaws.

## Article 8

### AMENDMENTS

8.01 Approval of Amendments. Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the Members for adoption or rejection by affirmative vote of 75% of the votes of the Voting Representatives.

8.02 Declarant's Right to Amend. Anything to the contrary herein notwithstanding, during the period in which the Declarant is the Class B Member, the Declarant shall have the absolute right to amend these Articles without the consent of the Members of the Board, and no amendment to these Articles shall be made or shall be effective without the written consent and joinder of the Declarant, which consent the Declarant may withhold in its sole and exclusive discretion.

8.03 Notice. Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

8.04 Conflicting Provisions. In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in case of any conflict between these Articles and the Covenants, the Covenants shall control.

## Article 9

### INCORPORATOR

The name and address of the Incorporator of the Association is:

Name

Address

Marilyn A. Moore

One North Clematis Street  
Suite 400  
West Palm Beach, Florida 33401

## Article 10

### INDEMNIFICATION

10.01 Right to Indemnification. 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, committee member, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and

Articles of Incorporation of  
Mediterranea Maintenance Association, Inc.

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reasonably incurred by him in connection with such action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available 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 not in, or 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 (b) such court further 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 or did act in a manner which he believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.02 Attorneys' Fees. 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 10.01 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

10.03 Expenses. 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 through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, committee member, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

10.04 Non-exclusive. 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 bylaw, 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.

10.05 Power to Purchase Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association, or is or was serving at the request of the 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 Association would have the power to indemnify him against such liability under the provisions of this Article.

10.06 No Amendment. The provisions of this Article 10 shall not be amended.

## Article 11

### OFFICE

The principal office and mailing address of the Association shall be at 2121 Ponce de Leon Blvd., PH, Coral Gables, Florida 33134, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Florida law.

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**Article 12****REGISTERED AGENT**

Until changed, Angell Corporate Services, Inc., shall be the registered agent of the Association and the registered office shall be One North Clematis Street, Suite 400, West Palm Beach, FL 33401.

**Article 13****DISSOLUTION**

Upon dissolution of the Association, all of its assets shall be conveyed to another non-profit corporation, unincorporated association or public agency. Notwithstanding the foregoing, if the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government. In the event the conveyance is not accepted by local government, the surface water management system must be conveyed to a non-profit corporation similar to the dissolved Association.

IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 10th day of April, 2007.

*Marilyn A. Moore*  
Marilyn A. Moore, Incorporator

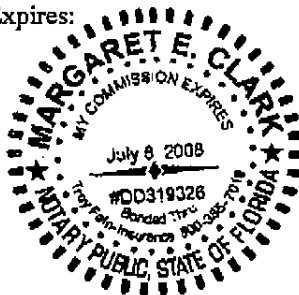
STATE OF FLORIDA )

) SS:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me on the 10<sup>th</sup> day of April, 2007, by Marilyn A. Moore, who is personally known to me.

My Commission Expires:



*Margaret E. Clark*  
Notary Public,

State of Florida at Large

Margaret E. Clark




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

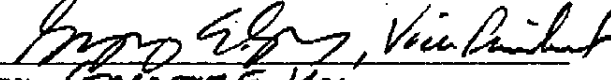
In compliance with Section 48.091, Florida Statutes, the following is submitted:

**MEDITERRANEA MAINTENANCE ASSOCIATION, INC.**, desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Coral Gables, State of Florida, has named Angell Corporate Services, Inc. as its agent to accept service of process within Florida.

  
Marilyn A. Moore, Incorporator  
Dated: April 10, 2007

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 the provisions of all statutes relative to the proper and complete performance of my duties.

**ANGELL CORPORATE SERVICES, INC.**

By:   
Name: Gregory E. Young  
Title: Vice President  
Dated: April 10, 2007

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