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FLORIDA PROFIT/NON PROFIT CORPORATION

The Courts at Bayshore Master Association, Inc.

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ARTICLES OF INCORPORATION

OF

**THE COURTS AT BAYSHORE MASTER ASSOCIATION, INC.
(A FLORIDA NOT FOR PROFIT CORPORATION)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is THE COURTS AT BAYSHORE MASTER ASSOCIATION, INC. ("Master Association").

2. Principal Office. The principal office of Master Association is 12448 SW 127th Avenue, Miami, FL 33186.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is One SE 3rd Avenue, 25th Floor, Miami, Florida 33131. The name of the Registered Agent of the Association is: American Information Services, Inc.

4. Incorporator. The name of the Incorporator is Richard L. Schanerman and the address of the Incorporator of this corporation is One Southeast Third Avenue, 25th Floor, Miami, FL 33131-1714.

5. Definitions. A declaration entitled Declaration of Covenants, Conditions and Restrictions for The Courts at Bayshore (the "Declaration") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern certain operations of The Courts at Bayshore. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

6. Purpose of Master Association. Master Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and certain improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Master Association and the Owners; (d) promote the health, safety and welfare of the Owners.

7. Not for Profit. Master Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

8. Powers of Master Association. Master Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

8.1. To perform duties and obligations of Master Association set forth in the Declaration and Bylaws, as herein provided.

8.2. To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Master Association and The Courts at Bayshore.

8.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws.

8.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Master Association.

8.5. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease.

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transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Master Association except as limited by the Declaration.

8.6. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

8.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of The Courts at Bayshore to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

8.8. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

8.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Master Association, The Courts at Bayshore, and the Common Areas, as provided, in the Declaration and to effectuate all of the purposes for which Master Association is organized.

8.10. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

8.11. To employ personnel and retain independent contractors to contract for management of Master Association, The Courts at Bayshore, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Master Association.

8.12. To contract for services to be provided to, or for the benefit of, Master Association, Owners, the Common Areas, and The Courts at Bayshore as provided in the Declaration, such as, but not limited to: Telecommunications Services, maintenance services, bulk trash collection, operation services and utility services.

8.13. To establish committees and delegate certain of its functions to those committees.

8.14. To operate and maintain common property, specifically including, but not limited to, the surface water management (SWM) as permitted by the South Florida Water Management District (SFWMD) including all lakes, retention areas, culverts and related appurtenances.

9. **Voting Rights.** Owners, Associations and Developer shall have the voting rights set forth in the Bylaws.

10. **Board of Directors.** The affairs of Master Association shall be managed by a Board of odd number with not less than three (3), nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting or upon Turnover Date. The names and addresses of the members of the first Board who shall hold office until their successors, are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Martha Fernandez	12448 SW 127 th Avenue Miami, FL 33186
Kimberly Spano	12448 SW 127 th Avenue Miami, FL 33186
Gene Garcia	12448 SW 127 th Avenue Miami, FL 33186

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11. Duration. Master Association shall have perpetual existencce.

12. Dissolution. In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Owner vested in him under the recorded Declaration unless made in accordance with the provisions of such Declaration.

13. Amendments.

13.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

13.2. Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible.

In the event that Master Association shall desire to amend these Articles prior to and including the Turnover Date, Master Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Master Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Master Association at which there is a quorum.

14. Limitations.

14.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2. Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

14.3. Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

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15. **Officers.** The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President	Martha Fernandez
Vice President	Kimberly Spano
Secretary/Treasurer	Gene Garcia

16. **Indemnification of Officers and Directors.** Master Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Master Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. **Transactions in Which Directors or Officers are Interested.** No contract or transaction between Master Association and one (1) or more of its Directors or Officers or Developer, or between Master Association and any other corporation, partnership, Master Association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Master Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.


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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Master Association, has executed these Articles of Incorporation as of the 24th day of April, 2007.

By: 
Richard L. Schanerman, Esq., as Incorporator

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions all of the statutes relative to the proper and complete performance of its duties.

Dated this 24th day of April, 20 07.

AMERICAN INFORMATION SERVICES, INC.



Angelica M. Chiru, Assistant Secretary

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