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DIVISION OF CORPORATIONS
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COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Vela Vista Condominium Association, Inc.
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Erica S. Crissy, Esq., P.A.
Name (Printed or typed)

3170 N. Federal Highway
Address

Lighthouse Point, FL 33064
City, State & Zip

(954)786-1163
Daytime Telephone number

ecriissy@bellsouth.net
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 OCT -2 PM 1:19

**ARTICLES OF INCORPORATION
FOR VELA VISTA CONDOMINIUM ASSOCIATION, INC.
A Corporation Not For Profit**

The undersigned, incorporator, for the purpose of forming a not-for-profit corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**Article 1
Name and Address**

The name of the corporation shall be Vela Vista Condominium Association, Inc. The principal address of the corporation is 4000 S.W. 30th Avenue, Fort Lauderdale, Florida 33312. For convenience, the corporation shall be referred to in this as the "Association", the Declaration of Condominium as the "Declaration", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws."

**Article 2
Purpose of Association**

The purpose for which the Association is organized is to provide an entity under the Florida Condominium Act (the "Act") as it exists as of the date of hereof for the operation and management of Vela Vista, A Condominium (the "Condominium") upon land situated in Broward County, Florida (the "Land") and to perform the acts and duties incident to the operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Condominium Association which will be adopted, and the Declaration of Condominium for Vela Vista, A Condominium, which will be recorded in the Public Records of Broward County, Florida, if, as and when the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise handle all matters pertaining to the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (collectively known as the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Condominium shall be conducted as a non-profit organization for the benefit of its members.

**Article 3
Definitions**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary or unless the context otherwise requires.

**Article 4
Powers of Association**

The powers of the Association shall include and be governed by the following:

- A. All of the common-law and statutory powers and privileges granted to corporations not for profit under the laws pursuant to which this corporation is chartered.

- B. All of the powers reasonably necessary to implement and effectuate the purposes of the Condominium Association, including, without limitation, the power, authority, and right to:
1. Make, establish, and amend reasonable rules and regulations governing use of the Units and Common Elements in and of the Condominium, as such terms are defined in the Declaration.
 2. Levy and collect assessments against members of the Condominium Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the Bylaws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing, and otherwise dealing with the Condominium Property, including the 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.
 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.
 4. Buy, own, operate, lease, sell, trade, and mortgage both real and personal property.
 5. Purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Unit Owners.
 6. Contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Condominium Association to the extent and in the manner permitted by the Declaration, the Bylaws, and the Act.
 7. To approve or disapprove the leasing, transfer of ownership, and occupancy, to the extent authorized by the Declaration.
 8. Employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.
 9. 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 be established.
 10. Exercise, undertake, and accomplish all the rights, duties and obligations, which may be granted to or imposed upon the Condominium Association in the Declaration and the Act.
 11. Make no distributions of income to its members, Directors, or Officers.
 12. 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.
 13. Powers of the Association shall be limited to and shall be exercised in accordance with provisions hereof and the Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of Act shall control over those of the declaration and Bylaws.

Article 5 Members

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

- A. The record Owners (as defined in the Declaration) of all Units in the Condominium from time to time shall be members of the Condominium Association, and no other persons or

- entities shall be entitled to membership, except as provided in Paragraph F, Article 5, hereof.
- B. Membership shall be established by the acquisition of fee title to a Unit in the condominium, 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 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 fee ownership interest in any Unit. New members shall deliver to the Association a true copy of the recorded deed or other instrument of acquisition of title.
 - C. The interest of a member in the funds and assets of the Condominium Association cannot be assigned, hypothecated, transferred, or encumbered in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Condominium 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. 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.
 - E. On all matters on which membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the Owner(s) of each Unit as will be provided for in the Bylaws. Should any member own more than one unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit owned, in the manner provided by the Bylaws.
 - F. Until such their successors are designated by the Board of Directors, the membership of the Condominium Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

Article 6 Term of Existence

The Condominium Association shall have perpetual existence.

Article 7 Principal Office

The principal location of the Condominium Association shall be located in Florida, but the Condominium 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 Directors.

Article 8 Condominium Management

The affairs of the Condominium Association shall be managed by the President of the Condominium Association, assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in

the administration of the operation and management of the Condominium and the affairs of the Condominium Association, and any and all such person(s) and/or entities may be so employed without regard to whether any such person or entity is a member of the Condominium Association or a Director or officer of the Condominium Association, as the case may be.

Article 9 Elections

The Board of Directors shall elect and may by majority vote separate or remove from office the President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

Article 10 Directors

The property, business, and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three Directors and which shall always be an odd number. All of the duties and powers of the Association existing under the Act, Declaration, these Articles, and the Bylaws, together with any/all amendments to any of the aforementioned, shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies filled in the manner provided by Bylaws. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office by the procedure and for the periods described in the Bylaws. The names and addresses of the first members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the Bylaws, shall hold office until their successors are elected and have taken office are as follows:

<u>Name</u>	<u>Address</u>
Charles Medrano	4000 S.W. 30 Street Ft. Lauderdale, FL 33312
Carlos Medrano	4000 S.W. 30 Street Ft. Lauderdale, FL 33312
George Aylor	4000 S.W. 30 Street Ft. Lauderdale, FL 33312

**Article 11
Incorporator**

The name and address of the Incorporator of the Corporation is Charles Medrano, whose address is 4000 S.W. 30 Avenue, Fort Lauderdale, Florida 33312.

**Article 12
Officers**

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the 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 Officers of the Condominium Association, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be the following:

President	Charles Medrano
Vice President	Carlos Medrano
Secretary/Treasurer	George Aylor

**Article 13
Bylaws**

The first Bylaws of the Condominium Association shall be adopted by the approval of a majority of the subscribers to these Articles of Incorporation, and, thereafter, the Bylaws may be amended, altered, or rescinded only by affirmative vote of seventy-five percent (75%) of the votes entitled to be cast by members of the Condominium Association at a duly called and held meeting thereof.

**Article 14
Indemnification**

Every Director and every officer of the Condominium Association shall be indemnified by the Condominium Association to the maximum extent allowed by law against all expenses and liabilities, including attorneys' and legal assistants' fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being, or having been a Director or officer of the Condominium Association, whether or not he/she is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance in the performance of his/her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Condominium Association. Such approval shall not be unreasonably withheld, delayed or conditioned. The foregoing right of indemnification shall be in addition to and exclusive of all other rights to which such Director or officer may be entitled.

Article 15 Amendments

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Condominium Association acting upon a vote of the majority of the Directors, or by the members of the Condominium Association owning a majority of the Units in the condominium, 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 of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Condominium Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Condominium Association for a date not sooner than fourteen (14) calendar days or later than sixty (60) calendar days from the receipt by him/her of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the members as the procedure for giving such notice is described in the Bylaws; provided, that proposed amendments to these Articles of Incorporation may be considered and voted upon at annual meeting of the members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his/her post office address as it appears on the records of the Condominium Association, with postage thereupon 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 Condominium 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 or amendments proposed shall not be amended or altered, in whole or in part, without the prior approval by seventy-five percent (75%) of the Unit Owners. Thereupon, such amendment or 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 State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public records of Broward County, Florida, within thirty (30) calendar days from the date on which the same is filed in the office of the Secretary of State of the State of Florida. Notwithstanding the foregoing provisions of this Article, no amendment to these Articles of Incorporation shall make any changes to which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Condominium Association, as provided in Article 10 hereof, may be adopted or become effective without the prior written consent of Developer.

These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the declaration of Condominium. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than those set forth in these Articles, the Board may operate the Association pursuant to less stringent requirements. The Board, without a vote of the Unit Owners, may adopt by majority vote, amendments to these Articles as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time. Provided, however, that no amendment shall change the configuration of any Unit or the share of the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of the mortgages on

such Units shall join in the execution of the amendment, and the Unit Owners approve such amendment in accordance with the terms of the Declaration, these Articles and/or the Bylaws.

Article 16
Registered Agent

Erica S. Crissy, Esq., P.A. is hereby designated as the registered agent of the Condominium Association with an address of 3170 N. Federal Highway, Lighthouse point, Florida, 33064.

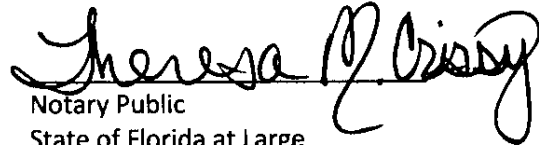
IN WITNESS WHEREOF, the Incorporator hereto has affixed his signature this 30th day of September, 2013.



Charles Medrano, Incorporator

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

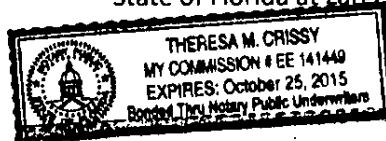
BEFORE ME, the undersigned authority, personally appeared Charles Medrano, who, being by me first duly sworn on oath, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed this 30th day of September, 2013; and he is personally known to me.



Notary Public
State of Florida at Large

My commission expires:

10/25/15



CERTIFICATE DESIGNATING REGISTERED AGENT AND REGISTERED OFFICE

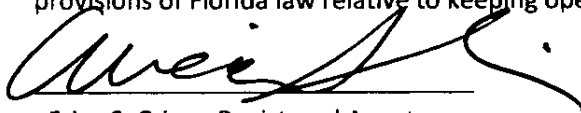
In compliance with the laws of Florida, the following is submitted:

Vela Vista Condominium Association, Inc. desiring to organize as a corporation not for profit under the laws of Florida, with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Broward, State of Florida, has designated Erica S. Crissy, Esq., P.A., 3170 N. Federal Highway, Fort Lauderdale, Florida 33064, as its initial Registered Agent Office and has named Erica S. Crissy, located at said address, as its initial Registered Agent.



Charles Medrano, Incorporator

Having been named Registered Agent for the above stated corporation, at the designated Registered Agent Office, the undersigned hereby accepts said appointment and agrees to comply with the provisions of Florida law relative to keeping open said office.



Erica S. Crissy, Registered Agent