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FLORIDA PROFIT/NON PROFIT CORPORATION

Prive at Island Estates Marina Association, Inc.

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**ARTICLES OF INCORPORATION
OF
PRIVÉ AT ISLAND ESTATES MARINA ASSOCIATION, INC.**

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

**ARTICLE I
NAME**

The name of the corporation shall be **PRIVÉ AT ISLAND ESTATES MARINA ASSOCIATION, INC.** (hereinafter referred to as the "Corporation").

**ARTICLE II
OFFICE**

The principal office and mailing address of the Corporation is 2750 NE 185th Street, Suite 301, Aventura FL 33180.

**ARTICLE III
PURPOSES AND POWERS**

3.01 **Purposes.** The Corporation is organized and shall be operated as a corporation not for profit for the purpose of (i) operating, maintaining, altering, and repairing the marina (the "Marina Parcel") located adjacent to that certain community known as "Privé" (the "Properties"), as such Marina Parcel is described in, and in accordance with, the (i) Covenant Running with the Land in Favor of Miami-Dade County, recorded in Official Records Book 18619, Page 4839 and the Agreement for Class I Coastal Construction Permit recorded in Official Records Book 18619, Page 4843, (ii) Covenant Running with the Land recorded in Official Records Book 19402, Page 1211, and as re-recorded in Official Records Book 19447, page 2665, along with Joinder to Covenant Running with the Land recorded in Official Records Book 19982, Page 0113, all of the Public Records of Miami-Dade (collectively and as amended and supplemented from time to time, the "Restrictive Covenants"); (ii) the Marine Facilities Annual Operating Permit No. MOP-000415-2017/2018 (as amended, renewed, and/or supplemented from time to time, the "Marina Permit"), and (iii) any rules and regulations (as amended or supplemented from time to time, the "Marina Rules and Regulations") enacted by the Corporation from time to time (the Restrictive Covenants, Marina Permit, and the Marina Rules and Regulations are collectively referred to herein as the "Marina Documents") and (ii) performance, administration and enforcement of all the terms and conditions of the Marina Documents, maintenance of the Marina Parcel on behalf of the owner of the Marina Parcel (the "Marina Parcel Owner"), exercise of the powers set forth below, and such other purposes as are set forth in these Articles and the Marina Documents.

3.02 **Powers.** The Corporation shall have all powers generally granted to not for profit corporations under Florida law and those powers set forth in these Articles, including, without limitation, the power to:

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(a) Maintain, repair, and otherwise manage the Marina Parcel, and all improvements thereon, on behalf of the Marina Parcel Owner;

(b) Obtain and maintain such policies of liability, casualty and other insurance with respect to the Marina Parcel, and the personal property located thereon or used in connection therewith;

(c) Determine, from time to time, the shared expenses of the Marina Parcel (the "Shared Expenses"), which shall be assessed to each holder(s) (a "Boat Slip Licensee") of a license (a "Boat Slip License") to use a boat slip (each, a "Boat Slip" and collectively, the "Boat Slips") within the Marina Parcel by the Marina Association on a pro rata basis in proportion to the size of the assigned and/or licensed Boat Slip, measured in length by feet, according to the Marina Parcel Site Plan, as same may be amended from time to time. All expenses of every kind and nature which the Marina Parcel Owner and/or the Marina Association incurs or shall incur in connection with the maintenance, operation, repair and replacement of the Marina Parcel, and any other expenses incurred or to be incurred in connection with the ownership, operation, maintenance, repair, replacement, and capital improvements of and to the Marina Parcel, shall constitute Shared Expenses. Shared Expenses shall also include reserves, if any, required from time to time by the Marina Parcel Owner for future expenditures to be incurred in the repair and replacement of various improvements to the Marina Parcel, provided however, that the Marina Parcel Owner shall have the right, in its sole discretion, to waive such reserves at any time. Shared Expenses shall not include costs relating to initial construction of improvements to the Marina Parcel and the construction and design of such improvements, but do include the costs of repair, replacement and capital improvements thereto.

(d) Assess and collect Shared Expenses and other charges from the Boat Slip Licensees, and to use the proceeds thereof in the exercise of its powers and duties consistent with these Articles and the Marina Documents.

(e) Assume all of Marina Parcel Owner's and/or its affiliates' responsibilities to the City, the County, and their governmental and quasi governmental subdivisions and similar entities of any kind with respect to the Marina Parcel (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or County, as same may be amended, modified or interpreted from time to time) and, in either such instance, to indemnify and hold Marina Parcel Owner and its affiliates harmless with respect thereto in the event of the Corporation's failure to fulfill those responsibilities.

(f) Make and amend reasonable Marina Rules and Regulations for the maintenance, conservation and use of the Marina Parcel and for the health, comfort, safety and welfare of the Boat Slip Licensees, and enforce the Marina Rules and Regulations and the other restrictions imposed by the Marina Documents.

(g) Suspend, for a reasonable period of time, the rights of a Boat Slip Licensee, or its guests, tenants or invitees, or both, to use any Boat Slip and/or all or any portion of the Marina Parcel and to levy reasonable fines and suspensions, against any Boat Slip Licensee, or their respective guests, tenants or invitees

(h) Approve or disapprove of any leasing, assignment, sub-licensing, or other transfer of a Boat Slip License or other interest in a Boat Slip, as may be provided by the Marina Documents.

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(i) Employ personnel to perform the services required for the proper operation of the Marina Parcel in accordance with the Marina Documents and applicable law.

(j) Enter into one or more agreements for the maintenance and operation, and/or repair, replacement or alteration (or the sharing of the labor costs for maintenance and operation) of the Marina Parcel, and for other services provided within the Marina Parcel, and include such costs within the Shared Expenses.

(k) Execute all documents or consents, on behalf of all Boat Slip Licensees 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 Boat Slip Licensee, by acceptance of a Boat Slip License appoints and designates the Board of Directors of the Corporation as such Boat Slip Licensee's agent and attorney-in-fact to execute, any and all such documents or consents.

(l) Employ or contract with a management company, which may be an affiliate of Marina Parcel Owner or with any other parties to perform all or any part of the duties and responsibilities of the Corporation, and, in its sole and absolute discretion, to delegate or assign, at its sole option, any or all of its powers or obligations to any party engaged by the Marina Association or the Marina Parcel Owner from time to time;

(m) 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 Marina Documents and all of the powers necessary to exercise all of the rights and privileges delegated to the Corporation by the Marina Parcel Owner, to perform all of its duties and obligations and to otherwise implement the purposes of the Marina Parcel Owner as set forth in the Marina Documents.

(n) Subject to the provisions of the Marina Documents and subject to the prior approval of the Marina Parcel Owner, utilize any and all portions of the Marina Parcel in such manner as may be determined by the Corporation;

(o) Subject to the provisions of the Marina Documents, charge Boat Slip Licensees and others fees for the use, or for the assignment, license, designation, or other allocation, whether on an exclusive or non-exclusive basis, of the Boat Slips located within the Marina Parcel; and

(p) Take such other actions which the Corporation, in its sole and absolute discretion, may deem necessary or advisable, as may be permitted under the Marina Documents or Florida law.

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 IV
MEMBERS

4.01 **Membership.** The sole Member of the Marina Association shall be the Marina Parcel Owner.

ARTICLE V
BOARD OF DIRECTORS

5.01 **Management by Directors.** The property, business and affairs of the Marina Association shall be managed by a Board, which shall consist of three (3) directors. The By-Laws shall provide for meetings of directors, including annual meetings.

5.02 **Initial Board of Directors.** The names and addresses of the initial Board of Directors of the Corporation are:

| <u>Name</u> | <u>Address</u> |
|-------------------------|--|
| Gary Cohen | 2750 NE 185 th Street, Suite 301 Aventura FL 33180 |
| Carmen Patricia Caamano | 2750 NE 185 th Street, Suite 301 Aventura FL 33180 |
| Zayda Camilia Osorio | 2750 NE 185 th Street, Suite 301 Aventura FL 33180 |

5.03 **Appointment of Directors.** The Marina Parcel Owner shall appoint the members of the Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

5.04 **Duration of Office.** Directors appointed by the Member shall hold office until qualified successors are duly appointed and have taken office.

ARTICLE VI
OFFICERS

6.01 **Officers Provided For.** The Marina 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 By-Laws.

6.02 **Election and Appointment of Officers.** The officers of the Marina Association, in accordance with any applicable provision of the By-Laws, shall be elected or appointed by the Board annually for terms of one (1) year and thereafter until qualified successors are duly elected or appointed, as applicable, and have taken office. The By-Laws 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. Officers may or may not be directors of the Marina 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

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or perform its duties and exercise its powers until the office of President has been filled by the Marina Parcel Owner. 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 Marina 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: Gary Cohen | 2750 NE 185 th Street, Suite 301 Aventura FL 33180 |
| Vice President: Gary Cohen | 2750 NE 185 th Street, Suite 301 Aventura FL 33180 |
| Secretary/Treasurer: Carmen Patricia Caamano | 2750 NE 185 th Street, Suite 301 Aventura FL 33180 |

ARTICLE VII **BY-LAWS**

The Board shall adopt By-Laws consistent with these Articles. Such By-Laws may be altered, amended, repealed or rescinded by the Member in the manner set forth in the By-Laws.

ARTICLE VIII **AMENDMENTS**

8.01 Approval of Amendments. Amendments to these Articles shall be proposed and approved by unanimous consent of the Board.

8.02 Notice. Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

8.03 Conflicting Provisions. In case of any conflict between these Articles and the By-Laws, these Articles shall control, except to the extent inconsistent with the powers and duties of the Marina Association under Florida law.

ARTICLE IX **INDEMNIFICATION**

9.01 Right to Indemnification. The Corporation 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

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Corporation, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and 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 Corporation, 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 Corporation, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

9.02 Attorneys' Fees. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.01 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.

9.03 Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation 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 Corporation as authorized in this Article.

9.04 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 by-law, agreement, 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.

9.05 Power to Purchase Insurance. The Corporation 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 Corporation, or is or was serving at the request of the Corporation 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 Corporation would have the power to indemnify him against such liability under the provisions of this Article.

9.06 No Amendment. Notwithstanding anything to the contrary set forth in these Articles, the provisions of this Article shall not be amended.

ARTICLE X DISSOLUTION

Upon dissolution of the Corporation, all of its assets shall be conveyed to another non-profit corporation, unincorporated association or public agency.

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**ARTICLE XI
GENERAL**

11.01 The Corporation is not, and is not intended to be, a condominium association regulated under Chapter 718, Florida Statutes, or an association governed under Chapter 720, Florida Statutes. Anything in these Articles to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty, which would cause the Corporation to be subject to Chapters 718 or 720, Florida Statutes, or any related administrative rules or regulations, shall, at the option of the Corporation, be null, void and of no effect.

11.02 Invalidation of any one of these covenants and restrictions set forth in these Articles by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**ARTICLE XII
INCORPORATOR**

The name and address of the Incorporator of the Corporation is: Viviana E. Aspuru, Rennert Vogel Mandler & Rodriguez, P.A., 100 S.E. Second Street, Suite 2900, Miami, Florida 33131-2130.

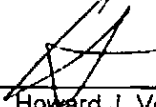
**ARTICLE XIII
REGISTERED AGENT**

The name and Florida street address of the registered agent of the Corporation is: Registered Agents of Florida, LLC, 100 Southeast Second Street, Suite 2900, Miami, Florida 33131-2130.

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.

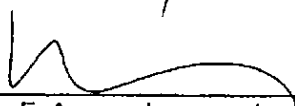
REGISTERED AGENTS OF FLORIDA, LLC,
a Florida limited liability company

Date: December 13, 2017

By: 
Howard J. Vogel, Vice President

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, F.S.

Date: December 13, 2017


Viviana E. Aspuru, Incorporator