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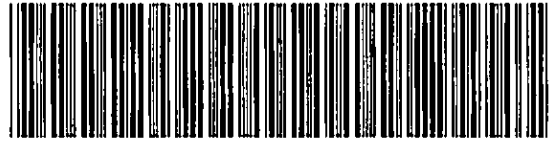
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## ARTICLES OF INCORPORATION

### ONE BAY CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a not for profit corporation under Chapter 617 of 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 ONE BAY CONDOMINIUM ASSOCIATION, INC. The principal address of the Corporation is 3915 Biscayne Boulevard, Suite 402, Miami, Florida 33137. For convenience, the Corporation shall be referred to in this instrument 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 - EFFECTIVE DATE

The Corporation's effective date shall be May 22, 2018.

#### ARTICLE 3 - PURPOSE

The purpose for which the Association is organized is to provide an entity under the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located or to be located in Miami-Dade County, Florida, and known as ONE BAY CONDOMINIUM.

#### ARTICLE 4 - DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

#### ARTICLE 5 - POWERS

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

5.1. General. The Association shall have all of the common-law and statutory powers of a not for profit corporation under the laws of the state of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.

5.2. Enumeration. The Association shall have the powers set forth in the Act except as limited by these Articles, the Bylaws, and the Declaration (to the extent that they are not in conflict with the Act) and all of the powers reasonably necessary to operate the Condominium under the Declaration and as more particularly described in the Bylaws, including, but not limited to, the following:

(a) To make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium or Association Property.

(c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Unit Owners.

(e) To make and amend reasonable rules and regulations as provided in the Bylaws.

(f) To approve or disapprove the leasing, transfer of ownership, and occupancy to the extent authorized by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Elements using funds made available by the Association. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the levy of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.

(j) To borrow money, pledge the assets of the Association as security for borrowed funds, and execute evidence of indebtedness.

5.3. Condominium 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.

5.4. Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, Directors, or Officers. However, the assets of the Corporation may be distributed to its members, in connection with the termination of the Condominium and the dissolution of the Association, as provided by the Declaration. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act.

5.5. 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

Déclaration and Bylaws.

## **ARTICLE 6 - MEMBERS**

6.1. Membership. The members of the Association shall consist of all of the record title Owners of Units in the Condominium from time to time, and, after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

6.2. Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3. Voting. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall not be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension.

6.4. Meetings. 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.

## **ARTICLE 7 - TERM OF EXISTENCE**

The Association shall have perpetual existence.

## **ARTICLE 8 - INCORPORATOR**

The name and address of the Incorporator of this Corporation is Rafael Sanchez-Aballi, Esq., whose address is 264 Almeria Avenue, Coral Gables, Florida 33134.

## **ARTICLE 9 - OFFICERS**

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be appointed 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 names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Francisco Silva
	3915 Biscayne Boulevard, Suite 402
	Miami, Florida 33137

Vice President: Kenny Tharrington  
3915 Biscayne Boulevard, Suite 402  
Miami, Florida 33137

Secretary: Kenny Tharrington  
3915 Biscayne Boulevard, Suite 402  
Miami, Florida 33137

## ARTICLE 10 - DIRECTORS

10.1. Number and Qualification. 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 (3) Directors and which shall always be an odd number.

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

10.3. Election; Removal. 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 on the Board of Directors shall be filled in the manner provided by the Bylaws.

10.4. Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

10.5. First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Francisco Silva	3915 Biscayne Boulevard, Suite 402, Miami, Florida 33137
Nicolas Guzman	3915 Biscayne Boulevard, Suite 402, Miami, Florida 33137
Kenny Tharrington	3915 Biscayne Boulevard, Suite 402, Miami, Florida 33137

## ARTICLE 11 - INDEMNIFICATION

11.1. Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction

determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she 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 or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction, or on 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 that he or she 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 or she had reasonable cause to believe that his or her conduct was unlawful.

11.2. Expenses. To the extent that a Director, Officer, or Committee Member has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.

11.3. Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 11.

11.4. Miscellaneous. 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, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of that person.

11.5. 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, Committee Member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

## **ARTICLE 12 - BYLAWS**

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

## **ARTICLE 13 - AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by 25% of the entire Voting Interests.

13.2 Proposed Amendment Format. Proposals to amend existing Articles shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~struck through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment stating, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER..... FOR PRESENT TEXT."

13.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

13.4 Adoption. A resolution for the adoption of a proposed amendment may be adopted by a vote of not less than two-thirds (2/3) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of not less than two-thirds (2/3) of the entire Voting Interests. Amendments correcting errors, omissions, or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

13.5 Limitation. No amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws, nor shall any amendment make any changes that would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, or an affiliate, successor, or assign of the Developer unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.5 shall be effective.

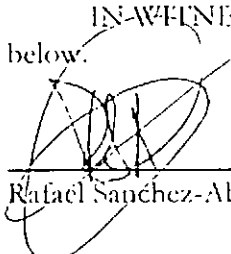
13.6 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration, including, but not limited to, Article 15.4 and Article 15.6 of the Declaration, allowing certain amendments to be effected by the Developer alone.

13.7 Recording. A copy of each amendment shall be filed with the Secretary of State under the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Miami-Dade County, Florida.

#### **ARTICLE 14 - INITIAL REGISTERED OFFICE, ADDRESS, AND NAME OF REGISTERED AGENT**

The initial registered office of this Corporation shall be at 264 Almeria Avenue, Coral Gables, Florida 33134, with the privilege of having its office and branch offices at other places within or without the state of Florida. The initial registered agent of the Corporation shall be Rafael J. Sanchez-Aballi P.A., who shall also be a resident agent, whose address is 264 Almeria Avenue, Coral Gables, Florida 33134.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

  
\_\_\_\_\_  
Rafael Sanchez-Aballi, Esq. Incorporator

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

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

That desiring to organize under the laws of the state of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Miami-Dade, Florida, the corporation named in those Articles has named Rafael J. Sanchez-Aballi P.A., whose address is 264 Almeria Avenue, Coral Gables, Florida 33134, as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

**REGISTERED AGENT**

**RAFAEL J. SANCHEZ-ABALLI P.A.**

By: 

\_\_\_\_\_  
Rafael Sanchez-Aballi, President

DATED: MAY 22, 2018