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FLORIDA PROFIT/NON PROFIT CORPORATION

Two Islands Maintenance Association, Inc.

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**ARTICLES OF INCORPORATION
OF
TWO ISLANDS MAINTENANCE 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 **TWO ISLANDS MAINTENANCE ASSOCIATION, INC.** (hereinafter referred to as the "Corporation" or the "REA Association").

**ARTICLE II
OFFICE**

The principal office and mailing address of the Corporation is 5500 Island Estates Drive Management Office, Aventura, FL 33160.

**ARTICLE III
PURPOSES AND POWERS**

The capitalized terms not otherwise defined herein shall have the meanings, if any, given to them in that certain Amended and Restated Reciprocal Easement, Operating, and Development Agreement recorded or to be recorded in the Public Records of Miami-Dade County, Florida, as hereafter amended and/or supplemented from time to time (the "Reciprocal Easement Agreement") unless the context clearly requires otherwise.

3.01 Purposes. The Corporation is organized and shall be operated as a corporation not for profit for the purpose of the execution, performance, administration and enforcement of the terms and conditions of the Reciprocal Easement Agreement, the management, operation, repair and replacement of the Easement Areas, as defined in the Reciprocal Easement Agreement, and such other purposes as are set forth in the Reciprocal Easement Agreement.

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 the Reciprocal Easement Agreement, including, without limitation, the power to:

(a) maintain, operate, repair, replace, and otherwise manage the Easement Areas;

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

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(c) employ or contract with a management company, or with other parties to perform all or any part of the duties and responsibilities of the Corporation;

(d) 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 Reciprocal Easement Agreement and all of the powers necessary to exercise all of the Corporation's rights and privileges, to perform all of its duties and obligations and to otherwise implement the purposes of the Corporation as set forth in the Reciprocal Easement Agreement.

(e) take such other actions which the Corporation, in its sole and absolute discretion, may deem necessary or advisable, as may be permitted under the Reciprocal Easement Agreement 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.

ARTICLE IV **MEMBERS**

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

- (a) IEHA. The Island Estates Homeowners' Association, Inc., a Florida not for profit corporation ("IEHA"), shall be a Member of the REA Association and shall be a Voting Member.
- (b) Privé Condo Association. The Privé Condominium Association, Inc., a Florida not for profit corporation ("Privé Condo Association"), shall be a Member of the REA Association and shall be a Voting Member.
- (c) Privé Maintenance Association. The Privé at Island Estates Maintenance Association, Inc., a Florida not for profit corporation ("Privé Maintenance Association"), shall be a Member of the REA Association and shall be a Voting Member.
- (d) Parcel Owners. The Parcel Owners within the North Island and within the South Island shall be Members of the REA Association, but shall not be Voting Members.

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

- (a) The IEHA shall have two (2) votes, to be cast in the manner provided by the By-Laws.
- (b) The Privé Condo Association shall have one (1) vote, to be cast in the manner provided by the By-Laws.

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- (c) The Privé Maintenance Association shall have one (1) vote, to be cast in the manner provided by the By-Laws.

4.03 General Matters. Unless otherwise specified, when reference is made herein, or in the Reciprocal Easement Agreement, By-Laws, Rules and Regulations, or otherwise, to a "Required Percentage" of Voting Members, such reference shall be deemed to be a reference to fifty-one percent (51%) of the votes of the Voting Members.

ARTICLE V **BOARD OF DIRECTORS**

5.01 Management by Directors. The property, business and affairs of the REA Association shall be managed by a Board, which shall consist of four (4) 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>
Eric Feder	4042 Island Estates Drive Aventura, FL 33160
Daniel Sawicki	4036 Island Estates Drive Aventura, FL 33160
Gary Cohen	2750 N.E. 185th Street, Suite 301 Aventura, FL 33180
Daniel Lebensohn	2750 N.E. 185th Street, Suite 301 Aventura, FL 33180

5.03 Appointment of Directors. The Directors shall be designated as set forth in the Reciprocal Easement Agreement and in the By-laws of the Corporation: (i) the IEHA shall be entitled to designate two (2) directors, (ii) the Privé Condo Association shall be entitled to designate one (1) director, and (iii) the Privé Maintenance Association shall be entitled to designate one (1) director.

5.04 Duration of Office. Directors 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.

ARTICLE VI **OFFICERS**

6.01 Officers Provided For. The REA Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to

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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 REA 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 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 REA Association.

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 Voting Members 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 and in case of any conflict between these Articles and the Reciprocal Easement Agreement, the Reciprocal Easement Agreement shall control.

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 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

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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, vote of Voting 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.

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.

ARTICLE XI **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.

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ARTICLE XII
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: 8/21/18By: A
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: 8/29/18W
Viviana E. Aspuru, Incorporator