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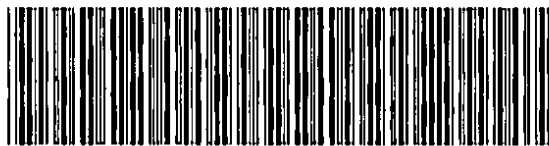
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2019 JAN 15 AM 8:18
SECRETARY OF STATE
TALLAHASSEE, FL

SHOMA

January 9, 2019

VIA FEDEX

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**Re: Articles of Incorporation for the Formation of: Shoma Village and
Retail Master Association, Inc., (a not-for-profit corporation)**

To Whom It May Concern:

Enclosed please find one (1) original and one (1) copy of the Articles of Incorporation for the above referenced corporation. Also enclosed please find Check No. 167 in the amount of \$87.50 for the costs involved in opening such entity.

If you should have any further questions or concerns, please do not hesitate to contact me directly at (305) 437-8673.

Sincerely,



Marisa Fernandez-Perez
Florida Registered Paralegal

/mfp

Enclosures (Check, original Articles of Incorporation and one copy)

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TALLAHASSEE, FL

ARTICLES OF INCORPORATION

OF

SHOMA VILLAGE AND RETAIL MASTER ASSOCIATION, INC.

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 **Shoma Village and Retail Master Association, Inc.** ("Association").

2. **Principal Office and Mailing Address.** The principal office of the Association is: 201 Sevilla Avenue, Suite 300, Coral Gables, Florida 33134.

3. **Registered Office -Registered Agent.** The Registered Agent of the Association is: Frank Silva, Esq. The Registered Office address of the Association is: 201 Sevilla Avenue, Suite 300, Coral Gables, Florida 33134.

4. **Definitions.** A declaration entitled Declaration of Covenants and Restrictions for the Maintenance and Operation of Shoma Village (the "Declaration") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern the maintenance and operation of a mixed-use community to be known as Shoma Village. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purpose of the Association.** The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of Shoma Village and improvements thereon; (b) perform the duties delegated to it in the Declaration; and (c) administer the interests of the Association and its members.

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

7. **Powers of the Association.** The 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:

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

7.2 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 the Association.

7.3 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.

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

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

7.6 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.

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, Shoma Village 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.

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

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Shoma Village or the Common Areas, as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

7.10 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.

7.11 To employ personnel and retain independent contractors to contract for management of the Association, Shoma Village, 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 the Association.

7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and Shoma Village as provided in the Declaration, such as, maintenance, and utility services. To establish committees and delegate certain of its functions to those committees.

8. **Voting Rights.** Owners and Declarant shall have the voting rights set forth in the Declaration.

9. **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors composed of three (3) members. Board members shall be appointed and/or elected as stated in the Declaration and 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. The names and Addresses of the members of the initial Board, who shall hold office until their successors are appointed or elected, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Raquel P. Chong Badamo	201 Sevilla Avenue, Suite 300. Coral Gables, Florida 33134
Annette Hernandez	201 Sevilla Avenue, Suite 300. Coral Gables, Florida 33134
Angela Suarez	201 Sevilla Avenue, Suite 300. Coral Gables, Florida 33134

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10. **Officers.** 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 to be necessary. The names of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Raquel P. Chong Badamo
Vice-President:	Angela Suarez
Secretary/Treasurer:	Annette Hernandez

11. **Indemnification of Officers and Directors.** The 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 the 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.

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12. **Transactions in Which Directors or Officers are Interested.** No contract or transaction between the Association and one (1) or more of its Directors or Officers of Declarant, or between the Association and any other corporation, partnership, 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 the 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.

13. **Duration.** The Association shall have perpetual existence.

14. **Dissolution.** In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

15. **Amendments.**

15.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, 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.

15.2 **Amendments Prior to the End of the Declarant Control Period.** Prior to the end of the Declarant Control Period, as that therein defined in the Declaration, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association desires to amend these Articles prior to the end of the Declarant Control Period, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the end of the Declarant Control Period. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

15.3 Amendments from and after the Turnover Date. After the Declarant Control Period, 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 (66⅔%) percent of the Board; and (ii) sixty-six and two-thirds (66 2/3%) percent of all the votes in the Association.

16. Limitations.

16.1 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.

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

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

17. Incorporator. The name and address of the Incorporator of this corporation is: Masoud Shojaee, 201 Sevilla Avenue, Suite 300, Coral Gables, Florida 33134.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of the Association, has executed these Articles of Incorporation as of the 19th day of December, 2018.

By: _____

MASOUD SHOJAEI, Incorporator

ACCEPTANCE BY REGISTERED AGENT

I HEREBY ACCEPT THE DESIGNATION AS REGISTERED AGENT AS SET FORTH IN THESE ARTICLES OF INCORPORATION.

Dated this 19th day of December, 2018.

By: _____

Frank Silva

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TALLAHASSEE, FL

ARTICLES OF INCORPORATION
OF
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7.2 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 the Association.

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

17. Incorporator. The name and address of the Incorporator of this corporation is: Masoud Shojace, 201 Sevilla Avenue, Suite 300, Coral Gables, Florida 33134.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of the Association, has executed these Articles of Incorporation as of the 19th day of December, 2018.

By: 
MASOUD SHOJACE, Incorporator

ACCEPTANCE BY REGISTERED AGENT

I HEREBY ACCEPT THE DESIGNATION AS REGISTERED AGENT AS SET FORTH IN THESE ARTICLES OF INCORPORATION.

Dated this 19th day of December, 2018.

By: 
Frank Silva