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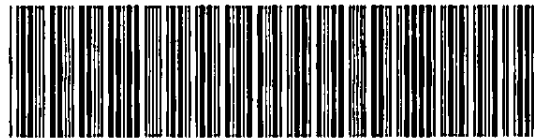
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Articles of Incorporation

OF

Grand at Doral I Condominium Association Inc.

In order to form a corporation not-for-profit under the laws of the State of Florida, we, the undersigned, do hereby associate ourselves for the purposes herein specified and to that end we file these Articles of Incorporation as set forth with an effective date of December 6, 2021:

ARTICLE 1

NAME

The name of the corporation is Grand at Doral I Condominium Association Inc, herein referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws".

ARTICLE 2

OFFICE

The principal office and mailing address of the Association shall be 12484 NW S. River Drive, Medley, FL 33178, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE 3

PURPOSE

The purpose and objectives of the Association shall be to administer the operation and management of Grand at Doral I Condominium (the "Condominium") in accordance with the Florida Condominium Act (the "Act") as it exists of the date hereof, upon land situated in Miami-Dade County, Florida, in accordance with the rights reserved by Developer as contained in the Declaration of Condominium of Grand at Doral I Condominium, recorded in the Public Records of Miami-Dade County, Florida and to perform the acts and duties incident to the administration, operation and management of such condominium in accordance with the terms, provisions, conditions and authorizations of these Articles of Incorporation, the Bylaws of the Association to be adopted (the "Bylaws") and in the formal Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Miami-Dade County, Florida, when the land and the improvements constructed thereof are submitted to the condominium form of ownership; and to operate, encumber, lease, manage, convey, trade and otherwise deal with the land, the improvements and such other property, whether real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE 4

DEFINITIONS

The terms used in this Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Miami-Dade County, Florida, 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 the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.

5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including but not limited to the following:

- (a) To make and collect Assessments and other chargers against members as Unit Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property.
- (h) To contract for the management and maintenance of the Condominium Property and/or Association 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 and Association Property with such funds as shall be made available by the Association for such purposes. 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 making 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 or the Condominium and Association Property/
- (j) To execute all documents of consents, on behalf of all Unit Owners (and the mortgagees), required by all 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 Owner, by acceptance of the Deed to such Owner's agent and attorney-in -fact to execute, any and all such documents and consents.

5.3 Association 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 By-Laws.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

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 By-laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

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. Membership shall be established by the acquisition of legal title to a unit in the Condominium or in added units 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 his entire fee ownership in such unit; provided however 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 a fee ownership interest in any unit.

6.2 Assignments. 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 upon which the membership shall be entitled to vote, there shall be one vote, and only one vote, for each unit in the condominium, which vote may be exercised or cast by the owner of each unit as may be provided in the Bylaws of the Association. Should any person or entity own more than one unit, such member shall be entitled to exercise or cast one vote for each such unit in the manner provided by the Bylaws.

6.4 Until such time as the land and the improvements constructed thereon are submitted

to the condominium form of ownership by recordation of the Declaration in the Public Records of Miami-Dade County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

6.5 Meetings. The By-Laws shall provide for an annual meeting of members and may make provision 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:

NAME	ADDRESS
Eileen Guiot	12484 NW S. River Drive, Suite 424 Medley, Florida 33178

ARTICLE 9 OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. 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 as the pleasure of the Board of Directors. The By-laws 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 the successors are designated by the Board are as follows:

Officer	Address
President-Eileen Guiot	12484 NW S. River Drive, Suite 424 Medley, Florida 33178
Vice President-Addy Terrero	12484 NW S. River Drive, Suite 424 Medley, Florida 33178
Secretary/ Treasurer-Jomara Faria	12484 NW S. River Drive, Suite 424 Medley, Florida 33178

ARTICLE 10

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DIRECTORS

10.1 Number of 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 By-laws, but which shall consist of not less than three (3) directors. Directors, except those appointed by the Developer, must be members of the Association.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and by the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, 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 By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

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

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 By-Laws, as follows:

Name	Address
Eileen Guiot	12484 NW S. River Drive, Suite 424 Medley, Florida 33178
Addy Terrero	12484 NW S. River Drive, Suite 424 Medley, Florida 33178
Jomara Faria	12484 NW S. River Drive, Suite 424 Medley, Florida 33178

10.6 Standards. A director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care and ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Directors reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the person's professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Directors is not liable for

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any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11 INDEMNIFICATION

11.1 Indemnification. The Association 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 the he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal) judgments, fines and amounts paid in settlement actually and reasonable incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceedings, has no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which such court shall deem proper. To the extent that a director, officer, employee or agent of the Association had been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in aforementioned sections above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith. A determination of indemnification shall be made by independent legal counsel in a written opinion. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 12 BY-LAWS

12.1 By-Laws. The first By-laws of the Association shall be adopted by the Board of Directors and may be altered or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 13 AMENDMENTS

13.1 Amendments. These Articles of Incorporation shall be amended in the following manner:

Notice of the subject manner of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

A resolution for the adoption of a proposed amendment maybe proposed either by a majority of the Board or owners holding one-third (1/3) of the voting interests in the Association.

An amendment shall be approved:

- a) by Owners holding a majority of the voting interest in the Association present in person or by proxy at a Member meeting at which a quorum thereof has been attained and by not less than sixty-six and two thirds (66-2/3) of the entire Board; or
- b) by owners holding an eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Member meeting at which a quorum has been attained; or
- c) prior to the date upon which Owners other than Developer control the Board by not less than one hundred percent (100%) of the entire Board.

Notwithstanding anything herein to the contrary, prior to Turnover, the Developer may amend these Articles without the consent or joinder of any party whatsoever. This paragraph cannot be amended.

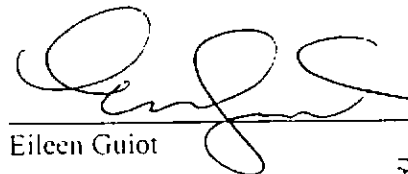
No Amendment shall make changes (i) in the qualification for membership; (ii) in the voting rights or the property rights of Members, or (iii) in any manner to the voting membership rights established herein, without the approval in writing of all Members and the joinder of all Lenders. No amendment shall be made that is in conflict with the Declaration or By-Laws, nor shall any amendment make any changes which would be in any way affect any of the rights, privileges, powers or options provided in these Articles in favor or reserved to Developer, or any of its affiliates, unless Developer shall give its prior written consent to the amendment or join in the execution of the amendment, nor shall any amendment alter the provision of these Articles benefiting Lender or affecting the rights of Lender without the prior written approval of the Lender(s) enjoying the benefits of such provision.

A copy of each amendment shall be filed with the Secretary of State pursuant to 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 street address of the initial registered office of this corporation is 2301 NW 87th Avenue, Suite 501, Doral, Florida 33172 and the name of the initial registered agent of this corporation at the address is Maria Fernandez-Valle, P.A.

IN WITNESS WHEREOF, the incorporator has executed these Articles as of this 2nd date of December, 2021


Eileen Guiot

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SECRETARY OF STATE
TALLAHASSEE, FL

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STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of December 2021 by Eileen Guiot, who ☒ is personally known or ☐ have produced a driver's license as identification.

[Notary Seal]



Michael S. Lawrence
Notary Public

Printed Name: Michael S. Lawrence

My Commission Expires: Oct. 25, 2022


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SECRETARY
TALLAHASSEE, FL

CERTIFICATE DESIGNATING PLACE OF BUSINESS OF DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Grand at Doral I Condominium Association Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the County of Miami-Dade, State of Florida, has named ~~Registered Agents of Florida LLC~~, located at 2301 NW 87th Avenue, Suite 501, Doral, Florida 33172, as its agent to accept service if process within Florida.

EG
MA Maria Fernandez-Vallé, PA.


Incorporator Eileen Guiof
Dated: 2 day of Dec., 2021

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 Agent

Maria Fernandez Vallé P.A.

BY: 

Name: MARIA Fernandez Vallé, P.A.

Title: A HUBBARD + PRITCHARD

Dated: 12-2-2021

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SECRETARY OF STATE
TALLAHASSEE, FL