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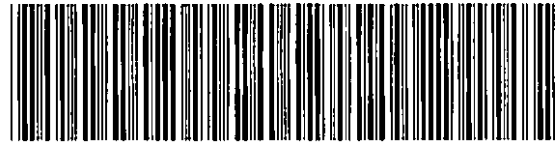
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## Advanced Incorporating Service

1317 California Street  
P.O. Box 20396  
Tallahassee, FL 32316

Phone: 850-222-CORP  
Fax: 850-575-2724  
Email: [wlopez@aisincfl.com](mailto:wlopez@aisincfl.com)  
Website: [www.aisincfl.com](http://www.aisincfl.com)

NAME OF ENTITY Miramar Master Association, Inc.	FOR OFFICE USE ONLY

### PICK ONE:

\_\_\_\_ CERTIFIED COPY    XX PHOTOCOPY    \_\_\_\_ C.U.S.

### FILING:

XX CORPORATION    \_\_\_\_ LLC    \_\_\_\_ LIMITED PARTNERSHIP    \_\_\_\_ GENERAL PARTNERSHIP  
\_\_\_\_ FICTITIOUS NAME    \_\_\_\_ SERVICEMARK/TRADEMARK    \_\_\_\_ AMENDMENT  
\_\_\_\_ FOREIGN QUALIFICATION    \_\_\_\_ JUDGMENT LIEN  
\_\_\_\_ OTHER \_\_\_\_\_

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### APOSTILLE/NOTARY CERTIFICATION REQUEST:

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Amount of Documents \_\_\_\_\_

DATE 10/15/24    TIME \_\_\_\_\_

Notes: FILE SECOND

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**ARTICLES OF INCORPORATION  
OF  
MIRAMAR MASTER ASSOCIATION, INC.**

The undersigned, by these Articles of Incorporation, associate themselves for the purpose of forming a corporation not for profit, pursuant to the provisions of Chapter 617, Florida Statutes, and certify as follows:

**ARTICLE I**

**Name**

The name of the corporation shall be **MIRAMAR MASTER ASSOCIATION, INC.** For convenience, the corporation will be referred to in this instrument as the Master Association. The place of business shall be 2061 Indian River Boulevard, Vero Beach, FL 33960 unless changed by the Board of Directors from time to time.

**ARTICLE II**

**Purposes**

The purposes for which the Master Association is organized are as follows:

2.1 To establish, maintain and operate a corporation not for profit; to uphold, maintain and promote the property interests and rights of member Owners and residents of the Miramar Community in Indialantic, Florida, and to do any other thing necessary or desirable in the interests of the safety, health, protection, comfort and convenience of such member property owners and residents. The Miramar Community and jurisdiction of the Master Association shall include but not be limited to the ten unit apartment building, stormwater management system including the maintenance and operation thereof, and the land described as all of Lot 7, Block 66, Indialantic By the Sea, according to the plat thereof, as recorded in Plat Book 3, Page 35, Public Records of Brevard County, Florida.

2.2 To make and establish reasonable rules and regulations governing the use and maintenance of the real property described above.

2.3 To collect, from time to time, assessments from Owners to defray expenses of operation of the Master Association, including, but not limited to, security, taxes, maintenance, utilities, reserves and expenditures for capital improvements, improvements and repair of

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commonly-owned property with particular reference to entrance way, the stormwater management system, and road and right-of-way areas.

2.4 To enforce and abide by the provisions of any covenants and restrictions which are, or may be, applicable to the Miramar Community property and which may be adopted from time to time as provided in the Bylaws of the Master Association or Master Declaration of Covenants, Conditions, and Restrictions for Miramar.

### **ARTICLE III**

#### **Powers**

The Master Association shall have all of the powers and privileges granted to homeowners associations under the laws of the State of Florida, including but not limited to Chapter 720, Florida Statutes, and shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Master Association, including, but not limited to, the following:

3.1 To promote the safety and health of members of the Master Association and their property interests and rights by providing, improving and maintaining entrance way, road, and landscape and stormwater management areas, and such other and further similar type services as may be reasonably necessary or desirable.

3.2 To purchase insurance for properties owned by the Master Association; and insurance for the protection of the Master Association and its members, officers and directors.

3.3 To maintain, repair, replace and operate the corporate properties.

3.4 To make, establish, amend, modify or change any rules and regulations governing the use and maintenance of the property located within the Miramar Community.

3.5 To enforce the provisions of any covenants or restrictions or rules and regulations, which are or may be made applicable to the property located within Miramar Community and which may be adopted from time to time as provided in the Master Declaration of Covenants, Conditions and Restrictions of Miramar, as they may exist from time to time.

3.6 To levy and collect, from time to time, regular and special assessments against members of the Master Association to defray expenses of maintenance and repair of the items in areas lying within the subdivision, and other expenses incurred in implementing the Master Association's purposes in such manner as may be provided in the Master Declaration and/or by

the Bylaws of the Master Association, and the Master Association shall have a lien upon any property of a member of the Master Association lying within Miramar Community for the payment of such assessments. The lien herein provided shall secure the monies due for all assessments levied against a member of the Master Association, as provided in the Master Declaration and/or the Bylaws, together with interest upon delinquent assessments, and for all the costs and expenses, including a reasonable attorneys' fee, which may be incurred by the Master Association in preparing, recording and enforcing its lien.

3.7 To reconstruct improvements comprising the items and areas lying within Subdivision, as described in paragraph 3.1 above, and to repair and maintain the same.

3.8 If so dedicated to the Master Association by plat, covenant, or otherwise assumed by the Master Association, the Master Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District requirements and applicable District rules, and shall assist in the enforcement of the Master Declaration which relate to the surface water or stormwater management system. The Master Association shall levy and collect adequate assessments against members of the Master Association for the costs of maintenance and operation of the surface water or stormwater management system.

3.9 To employ personnel to perform the services required for the proper management and operation of the Master Association.

All funds and the titles of all properties acquired by the Master Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Master Declaration, these Articles of Incorporation and the Bylaws.

The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration and the Bylaws.

#### **ARTICLE IV**

##### **Term**

Existence of the Master Association shall commence with the filing of these Articles of Incorporation with the Department of State, Tallahassee, Florida. The Master Association shall exist in perpetuity.

## ARTICLE V

### Dissolution

In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with the regulations and approval of the Florida Department of Environmental Protection prior to such termination, dissolution or liquidation. Upon dissolution of the Master Association, the Master Common Area owned by the Master Association shall be distributed to the members (parcel owners), each as to an undivided fractional interest.

## ARTICLE VI

### Members

6.1 Membership. Every person or entity who is a record owner of a fee simple interest in any parcel which is subject to covenants of record to assessment by the Master Association shall be a member of the Master Association.

6.2 Voting Rights. Members shall be all those owners, as defined in paragraph 6.1 above. The voting rights in the Master Association are as provided in the Master Declaration and/or Bylaws.

## ARTICLE VII

### Board of Directors

7.1 The affairs of the Master Association shall be managed by a Board of Directors consisting of at least three (3) persons, as further provided in the Bylaws. Directors need not be Members of the Master Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Master Association. The Directors of the Master Association shall be elected in accordance with the Bylaws and/or Master Declaration, as applicable.

7.2 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name

Address

Yane Zana	2061 Indian River Boulevard, Vero Beach, FL 33960
Erik Di Somma	2061 Indian River Boulevard, Vero Beach, FL 32960
Stephanie Bishop	2061 Indian River Boulevard, Vero Beach, FL 32960

## **ARTICLE VIII**

### **Officers**

The affairs of the Master Association shall be administered by the officers designated in the Bylaws of the Master Association. Said officers shall be elected by the Board of Directors annually and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers, who will serve until their successors are designated, are as follows:

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Office</u></b>
Yane Zana	2061 Indian River Boulevard Vero Beach, FL 32960	President
Erik Di Somma	2061 Indian River Boulevard Vero Beach, FL 32960	Vice President
Stephanie Bishop	2061 Indian River Boulevard Vero Beach, FL 32960	Secretary

## **ARTICLE IX**

### **Bylaws**

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

## **ARTICLE X**

### **Amendments**

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

**10.1 Resolution.** A resolution proposing an amendment to these Articles may be proposed by either the Board of Directors of the Master Association acting upon a vote of the

majority of the Directors, or by a majority of the Members of the Master Association, whether meeting as Members or by instrument in writing signed by them.

**10.2 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 lined through with hyphens. 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 substantially stating, "SUBSTANTIAL REWORDING OF ARTICLES. SEE ARTICLE NUMBER \_\_\_\_\_ FOR PRESENT TEXT."

**10.3 Notice.** The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered and provided to the Members in accordance with the notice requirements prescribed in these Articles, or in connection with documentation for action without a meeting.

**10.4 Approval And Certificate.** The amendment(s) proposed must be approved by an affirmative vote of two-thirds (2/3) of the eligible Members present, in person, by proxy or by electronic means as permitted by law, at a members' meeting at which a quorum is attained for such amendment(s) to become effective. If approved, such amendment(s) to the Articles shall be certified and executed with the same formalities as a deed by the Master Association as having been duly adopted and the amendment(s) so certified shall be recorded in the public records of the county in which the Property is located, and filed with the Florida Department of State, and such amendment(s) to specifically refer to the recording data of the Master Declaration. Within thirty (30) days after recording an amendment to the Articles, the Master Association shall provide copies of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment and the proposed amendment is not changed before the vote, the Master Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge to the member upon written request to the Master Association. However, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.



**10.5 Effective Date.** An amendment when adopted shall become effective after being recorded in the Brevard County Public Records according to law. No amendment to the Articles will be valid or effective unless and until recorded with identification on the first page thereof of the book and page of the public records where the Master Declaration of the Master Association is recorded.

**10.6 Automatic Amendment.** These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Master Declaration. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Master Association pursuant to the less stringent requirements.

## **ARTICLE XI**

### **Incorporator**

The name and address of the Incorporator of these Articles of Incorporation are as follows:

#### **Name**

Yane Zana

#### **Address**

2061 Indian River Boulevard  
Vero Beach, FL 33960

## **ARTICLE XII**

### **Registered Agent**

The street address of the initial registered office of the Master Association is: 2061 Indian River Blvd, Vero Beach, Florida 32960 and, the name of the initial registered agent of the Master Association at that address is: Yane Zana.

**IN WITNESS WHEREOF**, we, the undersigned, being each and all of the original subscribers to the Master Association hereinabove named, for the purpose of forming a corporation to do business within and without the State of Florida, and in pursuance of Florida law, do hereby make, subscribe, acknowledge and file this certificate, hereby jointly and severally declaring and certifying the facts herein stated are true and that we have associated ourselves together for the purpose of becoming a corporation under the laws of the State of Florida.

and accordingly have set our hands and seals at 2061 Indian River Blvd., Vero Beach, Florida,  
this 14<sup>th</sup> day of OCTOBER, 2024.

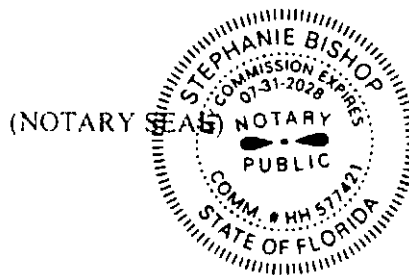
Incorporator:

Yane Zana

STATE OF FLORIDA )  
: SS  
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14<sup>th</sup> day of OCT, 2024, by Yane Zana, who is personally known to me [type of identification] as identification.

WITNESS my hand and official seal this 14<sup>th</sup> day of OCT, 2024.



Stephanie Bishop  
NOTARY PUBLIC, STATE OF FLORIDA  
Printed Name of Notary  
My Commission Expires: 07/31/2028

**ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT**

The undersigned hereby accepts the designation of registered agent on behalf of  
**MIRAMAR MASTER ASSOCIATION, INC.**

Yane Zana