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ROBERT A FREEMAN PA

OFFICE USE ONLY

2601 SO BAYSHORE DR STE 1425

COCONUT GROVE

FL 33133

CLERK OF DISTRICT COURT  
CLERK OF DISTRICT COURT  
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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Paradise Print Media and Association Inc.  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time \_\_\_\_\_ ☐ Certified Copy
- ☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED  
95 FEB 24 PM 1:26  
CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

At 2-24  
Examiner's Initials

95 FEB 24 PM 1:24  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
PARADISE POINT MARINA CONDOMINIUM ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Florida corporation not for profit, and do hereby certify:

**ARTICLE I: NAME**

The name of this proposed Association shall be:

Paradise Point Marina Condominium Association, Inc., (hereinafter referred to as the "Association").

**ARTICLE II: PURPOSES AND OBJECTS**

The purposes and objects of the Association shall be to provide for the acquisition, construction, management, maintenance and care of the Paradise Point Marina Condominium (hereinafter referred to as the "Condominium"), a non residential condominium regime, all of the Boat Slips of which shall be used as boat dockage, to be established in accordance with the laws of the State of Florida upon a portion of the property, situate, lying and being in Dade County, Florida, as more particularly described as Tract "A" of the Plat of Paradise Point as recorded in Plat Book 144, Page 62 of the Public Records of Dade County, Florida, in accordance with the terms, provisions, conditions and authorizations in the Declaration of Condominium (hereinafter referred to as the "Declaration"), which will be recorded in the Public Records of Dade County, Florida; and to own, operate, lease, sell, trade, and otherwise deal with such property, whether real or personal, as may be necessary or convenient for such acquisition, construction, management and care. The Association shall be conducted as a non-profit organization for the benefit of all its members, and no part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Condominium, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any private member or individual.

**ARTICLE III: POWERS**

1. The Association shall have all the powers and privileges granted under the Florida Not-for Profit Corporation Law and all of the powers and privileges which may be granted under any other applicable laws of the State of Florida, including the Condominium Act, reasonably necessary to implement and effectuate the purposes of the Association.

2. The Association shall have all the powers reasonably necessary to implement and effectuate the purposes of the Association, including without limitation, the following:

A. To make and establish reasonable rules and regulations governing the use of the Slips and common elements in the Condominium as such terms are defined in the Declaration.

B. To levy and collect Assessments against members of the Association to defray the common expenses of the Condominium as may be provided in the Declaration and in the By-Laws of this Association, including the right to pay and collect Assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Slips in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

C. To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

D. To contract for the management of the Condominium and to delegate the powers and duties of the Association except those which may be required by the Declaration to have approval of the Board of Administration (hereinafter referred to as the "Board") or membership of the Association.

E. To enforce the provisions of the Declaration, these Articles of Incorporation, the By-laws and the rules and regulations as the same may be amended from time to time.

F. To acquire and enter into leases and agreements whereby the Association acquires or grants leaseholds, easements memberships and interest in lands or facilities, including recreational facilities, whether or not contiguous of lands of the Condominium to provide enjoyment, recreation, or other use or benefit to all the Slip Owners, all as may be deemed by the Board to be in the best interests of the Association.

G. To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration.

#### **ARTICLE IV: MEMBERSHIP**

1. **Record Owners.** Every record Owner of a fee interest in any Boat Slip subject to the Declaration shall be a member of the Association and shall be subject to

assessment by the Association. (The foregoing shall not include holders of an interest merely as security for the performance of an obligation). The membership of any party shall be terminated automatically upon such party being divested of his fee ownership in any Slip, except that the membership of any party owning a fee interest in two or more Slips shall not be terminated so long as such party shall retain a fee interest in any Slip.

2. **Interest in Association Funds and Assets.** The interest 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 his Slip. Such funds and assets shall belong solely to the Association subject to the limitation that the same be expenses, held or used for the purposes authorized in these Articles, the Declaration and the By-laws.

3. **Voting.** On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Slip in the Condominium, which vote may be cast by the Slip Owner(s) in such manner as provided in the By-laws. Should any member own more than one Slip, such member shall be entitled to cast as many votes as he owns Slips.

Until the Declaration is recorded and the Slips are conveyed to Slip Owners, 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.

#### **ARTICLE V: DURATION**

The Association shall have perpetual existence.

#### **ARTICLE VI: PRINCIPAL OFFICE**

The initial principal office of the Association shall be located at 1541 Sunset Drive, Suite 301, Coral Gables, FL 33143, but thereafter may be located as such other suitable and convenient place as shall be permitted by law and designated by the Board.

#### **ARTICLE VII: MANAGEMENT**

The affairs of the Association shall be managed by the President with the assistance of the Vice-President, Secretary and Treasurer, Assistant Secretary and Assistant Treasurer and other officers, if any, subject to the direction of the Board. The Board, or the President with the approval of the Board, may employ a managing agent and/or other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the Association. Any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or an Administrator or officer of the Association.

## ARTICLE VIII: BOARD OF ADMINISTRATION

1. **Number of Administrators.** The number of Administrators on the first Board shall be three (3). The number on succeeding Boards shall be as provided from time to time in the By-Laws. The Administrators shall be elected by the members of the Association at their annual meeting as provided in the By-Laws.

2. **Representation.** When Slip Owners other than Randy Rieger, Trustee, (hereinafter referred to as "Developer") own fifteen percent (15%) or more of the Slips in the Condominium, the number of Administrators on the Board shall be increased to be five (5) and such Slip Owners shall be entitled to elect not fewer than one-third (1/3) of the persons on the Board of Administration.

Such Slip Owners shall be entitled to elect not less than a majority of the Administrators when any of the following conditions have been met:

A. Three (3) years after fifty percent (50%) of the Slips that will be operated ultimately by the Association have been conveyed to purchasers; or

B. Three (3) months after ninety percent (90%) of the Slips that will be operated ultimately by the Association have been conveyed to purchasers; or

C. When all of the Slips that will be operated ultimately by the Association have been completed, some of the Slips have been conveyed to purchasers and none of the others are being offered for sale by Developer in the ordinary course of business; or

D. When some of the Slips have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

E. Seven (7) years after recordation of the Declaration of Condominium in the Public Records of Dade County, Florida.

Developer shall have the right to elect a majority of the Administrators until the occurrence of any of the above events described in subparagraphs A, B, C, D or E above. Developer shall be entitled to elect at least one (1) Administrator as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Slips in the Condominium.

The rights reserved herein to Developer to elect and maintain administrators may be assigned to and exercised by its successor(s) in interest. Any Administrators appointed or elected by the Developer need not be a Slip Owner. All Administrators elected by Slip Owners (other than the Developer) shall be a Slip Owner or a Controlling

3. **First Board.** The names and post office addresses of the first Board who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office for the first year of the Association's existence, or until their successors are elected and have qualified, are as follows:

H. Tod Berman 6030 SW 133rd Street, Miami, FL 33156

The undertakings and contracts authorized by the first Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the Board duly elected by the membership after the Declaration has been recorded, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board in accordance with all applicable Condominium documents.

The Board shall elect annually a President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board and be an Administrator but no other officer need be a member or Administrator. The same person may hold two offices, except for the following combinations: (1) President and Vice-President; (2) President and Secretary or Assistant Secretary.

H. Tod Berman 6030 SW 133rd Street, Miami, FL 33156

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The subscriber to these Articles of Incorporation is as follows:

Randy Rieger

1541 Sunset Drive, Suite 301  
Coral Gables, FL 33143

#### **ARTICLES XI: BY-LAWS**

The original By-Laws of the Association shall be adopted by the Board of Administrators designated herein. Thereafter, the By-Laws may be altered or rescinded only in such manner as the By-Laws may provide by the members.

To the extent permitted by the laws of the State of Florida, every Administrator and every officer shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be party, or in which he may become involved, by reason of his being or having been an Administrator or officer, whether or not he is an Administrator or officer at the time such expenses are incurred, except where he is adjudged guilty of willful misfeasance or willful malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Administrator or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to all other rights to which such Administrator or officer may be entitled.

#### **ARTICLE XIII: AMENDMENTS**

1. **Proposal; Notice of Meeting.** Amendment(s) to these Articles of Incorporation may be proposed by the Board acting upon a majority vote or by the members of this Association owning two-thirds (2/3) of the Slips in the Condominium, whether by vote at a meeting or by instrument signed by them. Upon the proposal of any amendment(s) by the Board or members, such proposed amendment(s) shall be transmitted to the President (or other officer in the President's absence) who thereupon shall call a special meeting of the members for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment(s). The Secretary shall give each member written notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment(s) in reasonably detailed form. Such notice shall be mailed or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for the meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Any member may waive such notice in writing, which waiver when filed in the records of the Association, whether before or after the meeting, shall be deemed equivalent to the receipt of such notice by such member.

2. **Methods of Approval.** At an amendment meeting, the affirmative vote of members owning not fewer than two-thirds (2/3) Slips shall be required for the approval of any proposed amendment.

A member may submit his written vote concerning any proposed amendment(s) in lieu of attending the meeting or in lieu of being represented by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

In the event that the members owning the number of Slips in the Condominium necessary to pass any amendment(s) to these Articles of Incorporation the same shall be and constitute, when duly registered in the Office of the Secretary of State, a valid amendment to these Articles of Incorporation, and it shall not be necessary for a meeting to be held.

3. **Registration.** Upon approval, such amendment(s) shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State. Upon such registration, a certified copy thereof shall be recorded in the Public Records of Dade County, Florida, within ten (10) days from the date of registration.

4. **Prohibition of Certain Amendments.** Notwithstanding the foregoing provisions of these Articles, no amendment to abridge, amend or alter the rights of the Association to contract with Developer as herein provided or the right of Developer to designate and select members of the Board may be adopted without the prior written consent of Developer.

#### ARTICLE XIV: REGISTERED AGENT

The name and street address of the first registered agent authorized to accept service of process within the State of Florida for the Association is Randy Rieger, 1541 Sunset Drive, Suite 301, Coral Gables, FL 33143.

IN WITNESS WHEREOF, the subscribers have hereunto set heir hands and seals this 11 day of May 1995.

*[Faint, illegible handwritten signature]*

*[Handwritten signature: Randy Rieger]*

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) \$8:

NOTARY PUBLIC, State of Florida  
at Large



Having been named to accept service of process for the above stated Association, at the place designed in these Articles, I hereby accept to act in this capacity, and agree to comply with the provisions of Chapter 617, Florida Statutes, relative to keeping open said office.

By: Randy Kieger  
RANDY KIEGER

FILED  
95 FEB 24 PM 1:24  
CLERK OF STATE  
TALLAHASSEE, FLORIDA