

# N96000003906

FILINGS, INC. TERESA ROMAN

(Requestor's Name)

2805 LITTLE DEAL ROAD

(Address)

TALLAHASSEE, FLORIDA 32308

(904) 385-6735

(City, State, Zip)

(Phone #)

RECEIVED  
JUL 25 11 13 AM '96  
TALLAHASSEE, FLORIDA  
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OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. CORAL BAY VILLAGES MASTER ASSOCIATE, INC.  
(Corporation Name) (Document #)

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

☒ Walk in ☒ Pick up time 2:00

☒ Certified Copy

☐ Mail out ☐ Will wait ☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input checked="" 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

EFFECTIVE DATE  
7-24-96

Dmpc 7-25-96  
Examiner's Initials

**ARTICLES OF INCORPORATION  
OF  
CORAL BAY VILLAGES MASTER ASSOCIATION, INC.**

FILED  
95 JUL 25 PM 3:20  
CLERK OF CIRCUIT COURT  
DADE COUNTY, FLORIDA

The undersigned Subscriber desiring to form a corporation not-for-profit pursuant to Chapter 617 Florida Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE 1  
NAME**

EFFECTIVE DATE

7-24-96

The name of the corporation shall be Coral Bay Villages Master Association, Inc. For convenience, the corporation shall be referred to in this instrument as "the Master Association", these Articles of Incorporation as "these Articles" and the By-Laws of the Master Association as "the By-Laws".

Reference herein to the "7 Village Associations at Coral Bay" refer to the following Florida not for profit corporations:

1. Las Brisas at Coral Bay Village Association, Inc.
2. Mallory Harbor at Coral Bay Village Association, Inc.
3. Indian Key at Coral Bay Village Association, Inc.
4. Fay's Cove at Coral Bay Village Association, Inc.
5. Port Antigua at Coral Bay Village Association, Inc.
6. Islamorada at Coral Bay Village Association, Inc.
7. The Cape at Coral Bay Village Association, Inc.

hereinafter the "Village Associations".

**ARTICLE 2  
ADDRESS**

The address of the principal office and the mailing address of the Master Association is 2001 W. Sample Road, Suite 305, Pompano Beach, FL 33064 or such other place as designated by Master Association's Board of Directors.

**ARTICLE 3  
PURPOSES**

The purposes of which the Master Association is formed are to bring about civic and social improvements: (a) by facilitating, coordinating and assisting the Village Associations in the performance of their obligations and responsibilities and their enforcement of rules and

regulations; (b) by retaining on behalf of the Village Associations common management for the enforcement and performance of their obligations and responsibilities and the enforcement of rules and regulations; (c) by negotiating with repair and maintenance and service providers and suppliers to obtain group discounts for the benefit of the Village Associations.

#### ARTICLE 4 POWERS

4.1 General. The Master Association shall have all of the powers and privileges granted under the Florida No-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 reasonably necessary to effectuate and implement the purposes of the Master Association, including, but not limited to, the following:

A. To assist the Village Associations in coordinating, establishing, and enforcing their rules, regulations, by-laws, covenants, restrictions and agreements in order to carry out the purposes and responsibilities of the Village Associations.

B. To make and collect assessments against members of this Master Association to defray the costs, expenses, reserves and losses incurred or to be incurred by the Village Association and to use the proceeds thereof in the exercise of the Master Association's powers and duties.

C. To take all actions reasonably required in the opinion of the Board of Directors to effectuate the purposes set forth in Article 3 hereof.

D. To hold funds for the exclusive benefit of the members of the Master Association as set forth in these Articles and the By-Laws.

E. To purchase insurance for the protection of the Master Association, its officers, directors and members, and such other parties as the Master Association may determine to be in the best interests of the Village Association.

F. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Master Association acting alone or jointly with the Village Associations and to contract with others for the performance of such obligations, services and duties.

4.2 Village Properties. All funds and titles of all properties acquired by the Master Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of these Articles and the By-Laws.

4.3 Distribution of Income. The Master Association shall make no distribution of income to its members, directors or officers.

4.4 Limitation. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions of these Articles and the By-Laws.

#### ARTICLE 5 TERM OF EXISTENCE

The Master Association shall have perpetual existence. Its existence shall commence on the date these Articles are acknowledged.

#### ARTICLE 6 SUBSCRIBER

The name and address of the Subscriber to these Articles is as follows:

ALVIN CAPP, ESQUIRE  
One Financial Plaza - Suite 1610  
Ft. Lauderdale, FL 33394

#### ARTICLE 7 MEMBERS

7.1 Membership. Las Brisas at Coral Bay Village Association, Inc., Mallory Harbor at Coral Bay Village Association, Inc. and Indian Key at Coral Bay Village Association, Inc. shall be members of the Master Association. Each of the remaining four Village Associations, i.e. Fay's Cove at Coral Bay Village Association, Inc., Port Antigua at Coral Bay Village Association, Inc., Islamorada at Coral Bay Village Association, Inc. and The Cape at Coral Bay Village Association, Inc. may become members of this Village Association upon written request to the Master Association. In addition, so long as FN Development Company, Alpha, a California corporation, its successors or assigns, as developers of Coral Bay (Developer) continue to own real property in Coral Bay it may, in its sole discretion, become a member of the Master Association by so advising the Master Association in writing. The Developer shall have no financial obligation to the Master Association and shall not be charged or assessed for any sums whatsoever.

7.2 Voluntary Termination of Membership. No Village Association which is a member of the Master Association may terminate its membership on or before January 1, 2002. Thereafter any Village Association may withdraw from the Master Association upon 12 months written notice to the Master Association of its intention to terminate its membership therein. Upon termination of membership the withdrawing Village Association shall remain responsible for its prorata share of all financial obligations of the Master Association accrued prior to the date

of termination of its membership regardless of whether the obligations are payable after the date of termination of membership. The Developer may terminate its membership at any time upon written notice to the Master Association.

7.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Village Association which is a member of the Master Association and one vote for the Developer so long as it is a member of the Master Association, which vote shall be exercised or cast in the manner provided by the By-Laws.

7.4 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 8 BOARD OF DIRECTORS

8.1 Management by Directors. The affairs of the Master Association shall be managed by a Board consisting of one director chosen by the Board of Directors from each Village Association that is a member of the Master Association. Except for directors appointed by the Developer, each of the directors shall be a member of a Village Association. In addition, so long as it is a member of the Master Association, the Developer shall be entitled to appoint one director. The directors have a fiduciary relationship to the members.

8.2 Duties and Powers. All of the duties and powers of the Master Association existing in these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by the members when such approval is specifically required.

8.3 Initial Board of Directors. Anything in Article 8.1 and 8.2 above to the contrary notwithstanding, FN Development Company, Alpha, a California corporation its successors or assigns (hereinafter FN) shall appoint the first Board of Directors who shall hold office until the earlier of (1) their resignation, (2) December 31, 1998, subsequent to which time an election of a Board of Directors pursuant to Article 8.1 shall be held.

8.4 First Directors. The names and addresses of the first Board who shall hold office until their successors are elected and have qualified are as follows:

HOWARD TORN  
2001 W. Sample Road - Suite 305  
Pompano Beach, FL 33064

CHARLES MISHNER  
2001 W. Sample Road - Suite 305  
Pompano Beach, FL 33064

E. RUTH SMITH  
2001 W. Sample Road - Suite 305  
Pompano Beach, FL 33064

8.5 During the period that the Board is comprised of Directors appointed by FN, pursuant to the provisions of Article 8.3, an advisory committee comprised of one representative chosen by the Board of Directors from each Village Association that is a member of the Master Association shall be available to advise and consult with the Board of the Master Association on such matters as the advisory committee and the Board of the Master Association may determine.

#### ARTICLE 9 OFFICERS

The affairs of the Master Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board at its first meeting and they shall serve at the Board's pleasure. The By-Laws may provide for the removal of officers, the filling of vacancies and the duties of the officers. The officers have a fiduciary relationship to the members.

#### ARTICLE 10 INDEMNIFICATION

10.1 In General. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Master Association) by reason of the fact that he is or was a director, employee, officer or agent of the Master Association. The Master Association's indemnification of each such person shall be for 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 legal action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Master 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 circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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 and in a manner which he reasonably believed to be in or not opposed to the Master Association's best interest, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Master Association has been successful on the merits or otherwise in defense of an action, suit or proceeding referred to in Section 10.2 or in defense of any claim, issue or matter herein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith, which expenses shall be repaid

forthwith.

10.3 Approval. Any indemnification under Section 10.1 (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1. Such determination shall be made: (a) by a majority vote of a quorum of the Board consisting of directors who were not parties to such action, suit or proceeding; or (b) if such quorum is not obtainable, or, even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (c) by a majority of the members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in a specific case.

10.5 Miscellaneous. 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 Members or otherwise. The indemnification shall pertain to the individual while in office after he is no longer a director, officer, employee and/or agent and shall inure to the benefit of the heirs and personal representative of said person.

10.6 Insurance. The Village Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Master Association, or it or was servicing at the request of the Master Association 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 Master Association would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE 11 BY-LAWS

The first By-Laws of the Master Association shall be adopted by the Board designated herein. Thereafter, the By-Laws may be altered, amended or rescinded by the directors and members in the manner provided by the By-Laws.

## ARTICLE 12 AMENDMENTS

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

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by those voting members of the Master Association comprising a majority thereof. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. Any proposed amendment shall require the approval of either:

A. A majority (51%) of the members of the Master Association; or

B. Sixty-six and 2/3 (66.66%) of the members of the Board of Directors of the Master Association.

12.3 Limitation. Anything herein to the contrary notwithstanding, no amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of members, or any changes in Sections 4.2, 4.3, and 4.4 of Article 4, hereof, without approval in writing by all members.

12.4 Permissible Number of Amendments. Any number of amendments may be submitted to the Board and voted upon by them at any one meeting.

12.5 Written Action without Meeting. If the requisite number of Directors or the requisite number of members of the Master Association as set forth in Article 12.2 above sign a written statement manifesting their intention that an amendment to these Articles be adopted and such statement is executed in the manner provided by Florida law for amending the Articles of Incorporation of a Florida corporation not for profit, then the amendment shall thereby be adopted as though the requirements of Section 12.1 and 12.2 have been satisfied.

12.6 Amendment by Developer. Anything hereinabove to the contrary notwithstanding, until December 31, 1998, FN shall be entitled to amend these Articles and the By-Laws unilaterally.

12.7 Limitation on Power to Amend Articles of Incorporation. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided or provided in any recorded Covenants affecting any of the property in Coral Bay, in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment.

12.8 Filing of Amendment. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of the county in which the subject property is located.



ARTICLE 13  
REGISTERED AGENT

The name and street address of the first registered agent authorized to accept service of process within Florida for the Village Association is:

ALVIN CAPP, ESQUIRE  
One Financial Plaza - Suite 1610  
Ft. Lauderdale, FL 33394

ARTICLE 4  
DISSOLUTION

Proposal of Dissolution. Two Thirds of the Board may propose the Dissolution of the Master Association at a regular or special meeting of the Board called for that purpose. Such proposal must set forth with particularity and specificity the manner in which the disposition, if any, of the funds and assets of the Master Association, and such other items as the Board deems appropriate. Adoption of the proposal shall require the affirmative vote of all members of the Board and all of the Members.

ARTICLE 15  
DEFINITION

The terms used in these Articles shall have the same definitions and meanings as those set forth in the recorded Declaration of Covenants, Conditions and Restrictions for the respective Coral Bay Village Associations ("the Declaration of Covenants"), unless herein provided to the contrary or unless the context otherwise requires.

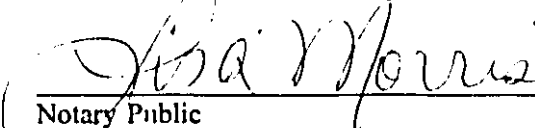
IN WITNESS WHEREOF, the Subscriber has affixed his signature to these Articles of Incorporation this 24 day of July, 1996.

  
\_\_\_\_\_  
ALVIN CAPP

STATE OF FLORIDA

COUNTY OF BROWARD

Before me personally appeared ALVIN CAPP, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed said instrument for the purposes therein expressed and who has produced his Florida driver's license as identification and who [ ] did [ ] did not take an oath.

  
Notary Public


Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



ACKNOWLEDGMENT AND CONSENT OF REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for Mallory Harbor at Coral Bay Village Association, Inc., at the place designated in these Articles, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

  
ALVIN CAPP