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SECRETARY OF STATE
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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Veranda at Doral Master Homeowners Association, Inc.

DOCUMENT NUMBER: N99000005054

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

James Earl

(Name of Contact Person)

Glazer and Sacks, P.A.

(Firm/ Company)

3113 Stirling Road, Suite 201

(Address)

Ft. Lauderdale, FL 33312

(City/ State and Zip Code)

contact@condo-laws.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

James Earl at 850 445-5313

(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|--|

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

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2019 APR 29 PM 12:53

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF ADOPTION OF THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR VERANDA AT DORAL MASTER HOMEOWNERS
ASSOCIATION; AMENDED AND RESTATED OF ARTICLES OF
INCORPORATION FOR VERANDA AT DORAL MASTER
HOMEOWNERS ASSOCIATION; AND AMENDED AND RESTATED
BYLAWS FOR VERANDA AT DORAL MASTER HOMEOWNERS
ASSOCIATION.**

THE ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS WAS ORIGINALLY RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AS AN ATTACHMENT TO THE DECLARATION FOR VERANDA AT DORAL CONDOMINIUM NO. 1 AT BOOK 18781 AND PAGE 1022; AND THE DECLARATION FOR VERANDA AT DORAL CONDOMINIUM NO. 2 AT BOOK 18916 AND PAGE 3618; AND THE DECLARATION FOR VERANDA AT DORAL CONDOMINIUM NO. 3 AT BOOK 18947 AND PAGE 4838; AND THE DECLARATION FOR VERANDA AT DORAL CONDOMINIUM NO. 4, BOOK 18837 AND PAGE 2846.

THE UNDERSIGNED, being the duly elected and President and Secretary of Veranda at Doral Master Homeowners Association, Inc., a Florida corporation not for profit, do hereby certify that the undersigned have authority to act on behalf of the association in accordance with the Florida Statutes and the association's governing documents.

THEREFORE, the undersigned certify that the Association attaches hereto the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VERANDA AT DORAL MASTER HOMEOWNERS ASSOCIATION, AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND RESTATED BYLAWS which were duly adopted and approved in accordance with the Association's governing documents and at a meeting where a quorum of unit owners were present on April 5, 2019.

WITNESS my signature hereto this 10th day of April 2019 in Miami-Dade County, Florida

Veranda at Doral Master Homeowners
Association, Inc.,

[Signature]
Witness Sign

Adriel Argote
Witness Print

[Signature]
Witness Sign

JOSE ZAPATA
Witness Print:

By: Paul Faure
Paul Faure
Position: President

By: Carolina Cardona
Carolina Cardona
Position: Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 10 day of April 2019 by Paul Faure, in his capacity as President and Carolina Cardona in her capacity as Secretary. Each are personally known to me or have produced 7600 680673292 / 635-100-78-833-0 identification, and who did take an oath.

IN WITNESS WHEREOF, I have set my hand and seal in Miami-Dade County, Florida this 10 day of April 2019

Rosanna Sanchez



ROSSANNA SANCHEZ
MY COMMISSION # FF008744
EXPIRES: June 28, 2021
Provided Thru Budget Notary Services

Signature of Notary Public State of Florida

FILED

2019 APR 29 PM 12:53

Substantial rewording of Articles of Incorporation. See Articles of Incorporation for present text.

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
VERANDA AT DORAL MASTER HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Recitals

WHEREAS, the name of the corporation is VERANDA AT DORAL MASTER HOMEOWNERS ASSOCIATION, INC.; and

WHEREAS, the Articles of Incorporation were filed on August 24, 1999, as a Florida Not for Profit Corporation with the Florida Department of State; and

WHEREAS, the corporation, by and through its Directors and Members, wishes to amend and restate the Articles of Incorporation in order to create a multi-condominium association that shall govern and operate Veranda at Doral Condominium No.1, Veranda at Doral Condominium No. 2, Veranda at Doral Condominium Number No. 3 and Veranda at Doral Condominium No. 4 and the property subject to Declaration of Covenants, Conditions, Restrictions and Easements for Veranda at Doral Master Homeowners Association; and

WHEREAS the Declaration for Veranda at Doral Condominium No. 1 was originally recorded in the public records of Miami-Dade County, Florida at book 18781 and page 1022; and

WHEREAS the Declaration for Veranda at Doral Condominium No. 2 was originally recorded in the public records of Miami-Dade County, Florida at book 18916 and page 3618; and:

WHEREAS the Declaration for Veranda at Doral Condominium No. 3 was originally recorded in the public records of Miami-Dade County, Florida at book 18947 and page 4838; and

WHEREAS the Declaration for Veranda at Doral Condominium No. 4 was originally recorded in the public records of Miami-Dade County, Florida at book 18837 and page 2846; and

WHEREAS the Declaration of Covenants, Conditions, Restrictions and Easements for Veranda at Doral Master Homeowners Association was originally recorded as an attachment to the declarations for the above referenced condominiums; and

WHEREAS these amended and restated Articles of Incorporation include amendments which require the approval of the members; and

WHEREAS, the Directors and Members at a meeting held on April 5, 2019 duly held for such purpose at which sufficient number of members agreed to amend and restate the aforesaid Articles in the manner provided for in the Articles of Incorporation, the Florida Statutes, as applicable; and

WHEREAS, written notice setting forth the proposed amended and restatement of these Articles was given to each member entitled to vote at such meeting in accordance with the Articles; and

WHEREAS, the duly adopted amendment and restatement of the aforementioned Articles of Incorporation supersedes the original Articles of Incorporation and all amendments thereto.

ARTICLE I – Name

The name of this corporation shall be **VERANDA AT DORAL MASTER HOMEOWNERS ASSOCIATION, INC.**

ARTICLE II – DEFINITIONS

- A. Association shall mean Veranda at Doral Master Homeowners Association, Inc.
- B. Condominium shall collectively refer to Veranda at Doral Condominium No. 1, Veranda at Doral Condominium No. 2, Veranda at Doral Condominium No. 3, or Veranda at Doral Condominium No. 4 as described in each condominium's declaration of condominium recorded in the public records of Miami-Dade County, Florida.
- C. Condominium Declaration, unless otherwise stated shall refer collectively to the declarations for Veranda at Doral Condominium No. 1, Veranda at Doral Condominium No. 2,, Veranda at Doral Condominium No. 3, or Veranda at Doral Condominium No. 4.
- D. Condominium Act means chapter 718 of the Florida Statutes.
- E. Condominium property means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- F. Master Declaration refers to the Declaration of Covenants, Conditions, Restrictions and Easements for Veranda at Doral Master Homeowners Association recorded in the public records of Miami-Dade County, Florida
- G. Community common property shall refer to any real or personal property owned by the Association pursuant to the Master Declaration including buildings.
- H. Voting interests means the voting rights distributed to the unit owners in all condominiums operated by the association. On matters related to a specific condominium, the voting interests of the association are the voting rights distributed to the unit owners in that condominium.
- I. Unit shall refer to a unit as defined by each condominium's declaration.

ARTICLE III – PURPOSES

The purpose and objectives of the Association shall be, in accordance with all applicable laws, these Articles of Incorporation and the Association's bylaws, to administer the operation and

management of the community common property in accordance with the Master Declaration and to also administer the operation and management of the condominiums in accordance with the each condominium's declaration. The Association shall operate as a multi-condominium association in accordance with the Condominium Act.

ARTICLE IV – GENERAL POWERS

The Association shall have the following general powers:

- A. All the powers and privileges granted to corporations not for profit under the applicable laws of the State of Florida.
- B. All powers shall be exercised in accordance with the master declaration or a condominium's declaration as applicable.
- C. All of the powers reasonable and necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:
 1. Operate, maintain, repair and restore the community common property, including, but not limited to, the surface water management systems as permitted by the South Florida Water Management District, including lakes, retention areas, culverts and related appurtenances. The surface water management permit and its conditions shall be attached to the rules and regulations of the association.
 2. Operate, maintain, repair and restore the community common property and condominium property of the condominiums.
 3. Make and establish reasonable rules and regulations governing the use of the community common property and each condominium's common elements, limited common elements and units.
 4. Levy and collect assessments against members of the Association to defray the common expense related to the community common property.
 5. Levy and collect assessments against the unit owners of a condominium related to the common expenses of that condominium.
 6. Maintain, repair, replace, operate and manage the community common property and the property of each condominium including the right to reconstruct improvements after casualty and make improvements.
 7. Contract for the management of the community common property and the Condominiums' properties and in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by Master Declaration, each condominium's Declaration, the Association's bylaws and the Condominium Act.
 8. Enforce the provisions of these Articles of Incorporation, the Master Declaration, each condominium's Declaration, and the Association's Bylaws and rules and regulations.

9. To sue or be sued.
10. To pay taxes or other governmental assessments and fees on or against property owned by the Association or the condominiums.
11. The irrevocable right of access to each condominium unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.
12. To acquire title to personal or real property or otherwise hold property for the use and benefit of its members. Except as otherwise permitted by the Condominium Act, there shall be no acquisition of real property except in accordance with the Master Declaration or the applicable Declaration of Condominium.
13. The Association has the power to bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.
14. The Association has the power to purchase units in the condominiums and to acquire and hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid assessments or to take title by deed in lieu of foreclosure. Where title is obtained to a unit at a foreclosure sale or via title in lieu of foreclosure, for a lien that is the result of an unpaid assessment due on an individual condominium, the Association shall hold title to the unit for the benefit of the individual Condominium. Where title is obtained to a unit at a foreclosure sale or via title in lieu of foreclosure, for a lien that is the result of an unpaid assessment due for the maintenance of the common community property, the Association shall hold title to the unit for the benefit of the of all members.
15. The Board of Directors has the authority, without the joinder of any of the owners, to grant, modify, or move any easement if the easement constitutes part of or crosses the common elements of the Master Association or a condominium. This subsection does not authorize the Board of Directors to modify, move, or vacate any easement created in whole or in part for the use or benefit of anyone other than the owners, or crossing property other than the owners, without the consent or approval of those other persons who have the use or benefit of the easement, as required by law or by the instrument creating the easement.
16. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "person who control or disburse funds of the association" includes, but is not

limited, those individuals authorized to sign checks and the president, secretary and treasurer of the association. The association shall bear the cost of bonding.

17. Hazard insurance – Condominium Buildings. Every hazard policy which is issued to protect a condominium building shall provide that for the word “building” wherever used in the policy include, but not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed, or replacements thereof of like kind or quality, in accordance with original plans and specifications, or as they existed at the time the unit was initially conveyed. The word “building” does not include unit floor coverings, wall coverings, or ceiling covers. Equipment does not include the following equipment: electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built in cabinets. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insured under the policy. All policies shall comply with the condominiums’ declarations and the laws of the State of Florida.
18. Hazard Insurance – Common Property Buildings – Every hazard policy which is issued to protect a community property building or structure shall insure the building or structure, including the contents, in its entirety replacements thereof of like kind or quality, in accordance with plans and specifications for the original construction or as might have later been modified. All policies shall comply with the master declaration and the laws of the State of Florida.
19. Every insurance policy issued to an individual unit owner shall provide that the coverage afforded by such policy is in excess over the amount recoverable under any other policy cover the same property without rights of subrogation against the association.
20. The association shall have power to convey a portion of the community common property of the common elements of a condominium to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
21. Any powers, obligations or duties conferred upon the Association by the, the master declaration, a condominium’s declaration, the Florida Condominium Act or other laws of the State of Florida.

ARTICLE V – MEMBERSHIP, FUNDS VOTING

- A. The owner or owners of each unit in the condominiums shall be member of the association and no other persons or entities shall be entitled to membership. Membership in the association shall be established by the acquisition of fee title to a unit in a condominium or by acquisition of 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 that nothing herein contained shall be construed as terminating membership of any person or entity owning fee title or a fee ownership interest in two or more units at any time while such person or entity shall retain fee title or a fee ownership interest in any unit.

- B. 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.
- C. Membership in the Association shall be limited to owners of condominium units.

ARTICLE VI – BUDGETS AND FUNDS

- A. The association shall operate as multi-condominium association and its fiscal management shall comply with the requirements for a multi-condominium association as required by the Condominium Act and Chapter 61B-22 of the Florida Administrative Code.
- B. 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 the unit owned by such member. The funds and assets of the Association shall be held or used only for the benefit of the membership and for the purposes authorized herein, in the Master Declaration, the Condominiums' Declaration, the bylaws and any applicable law.

ARTICLE VII – TERM

The term of the Association shall end upon the termination of all of the condominiums or as soon thereafter as its affairs may be legally concluded.

ARTICLE VIII – BYLAWS

The bylaws of the Association may be amended by the affirmative vote of seventy percent of the voting interests of the Association in the manner prescribed by the bylaws and the Condominium Act.

ARTICLE IX – INDEMNIFICATION OF BOARD MEMBERS

Every member of the board of directors and every officer of the association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, on in which he may become involved by reason of his being or having been a member of the board of directors or office of the association, whether or not he is a member of the board or officer at the time such expenses are incurred, except in such cases wherein the member of the Board or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that , in the event of any claims for reimbursement or indemnification hereunder based upon a settlement by the member or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the

Board approve such settlement and reimbursement as being for the best interest of the Association. The foregoing of indemnification shall be in addition to and not exclusive of all other rights which such member or officer may be entitled. The association shall carry errors and omission insurance in favor of officers and members of the board.

ARTICLE X – AMENDMENTS

An amendment to these articles of incorporation may be proposed by the board of directors, the association acting upon a vote of the majority of the voting interests, or by the members of the association representing a majority of the voting interests, whether meeting as members or by an instrument in writing signed by them.

Any proposed amendment shall be transmitted to the President of the association or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the membership for a date not sooner than twenty days or later than sixty days from the receipt by him of the proposed amendment, and it shall be the duty of the Secretary to provide each member written notice for such meeting stating the time and place of the meeting and reciting the proposed amendments in reasonable detailed form which notice shall be mailed or presented personally to each member not less than fourteen not more than thirty days before the date set for such meeting. If mailed, such notice shall be deemed properly given when deposited in the United States mail with postage prepaid and addressed to the member at his post office address as it appears on the records of the association. Any member may, by written signed by such member, waive such notice and such waiver when filed in the records of the association, whether before, during or after holding of the meeting, shall be deemed the equivalent to the giving of notice to such member. At such meeting, the amendment must be approved by an affirmative vote of two-thirds of the voting interests, voting in person or by proxy, in order for the amendment to become effective. Approved amendments shall be transcribed and certified in such a form as may be necessary to file the same with the Florida Department of State. A certified copy of each approved amendment shall be recorded in the public records of Miami-Dade County, Florida within thirty days from the date on which the same is filed with the Florida Department of State. The first page of the recorded copy of the each amendment shall identify the book and page of the public records where the declaration of each condominium operated by the association is recorded.

ARTICLE XI – REGISTERED AGENT

Glazer and Sachs, P.A., is hereby designated as the Association's registered agent to for service of process in the State of Florida at One Emerald Place, 3113 Stirling Road, Suite 201, Fort Lauderdale, FL 33312

ARTICLE XIII – AMENDED AND RESTATED ARTICLES

These Amended and Restate Articles of Incorporation supersede the original articles of incorporation and all amendments to them.

IN WITNESS WHEREOF, the President and Secretary of the Association hereunto affixed their signatures on this 14 day of April 2019.

Witnesses:

Signature

Print Name

[Signature]
Ashley Faure

Veranda at Doral Master Homeowners Ass'n, Inc.

Signature

By: PAUL FAURE, President
Print Name

[Signature]

Signature

Print Name

[Signature]
Odila Ospina

Signature

By: Carolina Cardona, Secretary
Print Name

[Signature]

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15 day of April, 2019 by Paul Faure, President and Carolina Cardona, Secretary of Veranda at Doral Master Homeowners Association, Inc. They [] are personally known to me or [] produced

Florida drivers' licenses as identification. F600680673290/C635-100-78-833-0.

ROSSANT SANCHEZ

Notary Public



[Signature]
ROSSANT SANCHEZ (SEAL)
MY COMMISSION # FF 988744
EXPIRES: June 28, 2021
Bonded Thru Budget Notary Services