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FLORIDA NON-PROFIT CORPORATION

Bellamaré at Williams Island Condominium Association

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ARTICLES OF INCORPORATION
OF
BELLAMARÉ AT WILLIAMS ISLAND CONDOMINIUM ASSOCIATION, INC.
(A NONPROFIT FLORIDA CORPORATION)

ARTICLE I
NAME

The name of this corporation is BellaMaré at Williams Island Condominium Association, Inc. (the "Association").

ARTICLE II
PURPOSE AND LOCATION

The purpose for which the Association is organized is to act as the governing association of the proposed BellaMaré at Williams Island, a Condominium (the "Condominium"), located at 6000 Island Boulevard, Aventura, Florida 33160

ARTICLE III
MEMBERS

The qualification of members and the manner of their admission shall be as follows: Any approved person or persons who hold title in fee simple to a Condominium unit in the Condominium shall by virtue of such ownership be a member of the Association. Provided however, that transfer of membership shall be made only as a part of and incident to the transfer of ownership of a condominium unit with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium of the Condominium (the "Declaration"). After receiving approval of the Association required by the Declaration, change of membership in the Association shall be established by recording in the Public Records of Miami-Dade County, Florida, a deed or other instrument establishing record title to a unit in the condominium and the delivery of a copy of the recorded instrument to the Association within a reasonable time following such recordation. Such delivery is not required for initial conveyances by WI Ultracorp of Florida, Inc., a Delaware corporation, its successors and assigns, as the developer of the condominium (the "Developer"). The owner designated by such instrument thereby becomes a member of the Association and the membership of the previous owner is thereby terminated.

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**ARTICLE IV
CORPORATE EXISTENCE**

The Association shall exist perpetually.

**ARTICLE V
INCORPORATOR**

The name and residence of the Incorporator is as follows:

Vivien N. Hastings
24301 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

The rights and interests of the incorporator shall automatically terminate when these Articles are filed with the Secretary of State.

**ARTICLE VI
MANAGEMENT**

A. Corporate Affairs. The affairs of the Association are to be managed initially by a Board of three Directors (which may be expanded to five) who will be appointed by the Developer as provided for in the By-Laws. Subsequent Boards may be composed of either three or five Directors.

B. Standards. A Director shall discharge his or her duties as a director, including any duties as a member of a Committee: in good faith; with the care an 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 or her 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 Director 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 persons' 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 Director is not liable for any action taken as a director, or any failure to take action, if he or she performed the duties of his or her office in compliance with the foregoing standards.

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**ARTICLE VII
OFFICERS**

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

Greg Bankhurst - President
Steven S. Sorensen - Vice President
Marcienne Tiebout-Touron - Secretary/Treasurer

**ARTICLE VIII
DIRECTORS**

The number of persons constituting the first Board of Directors shall be three, and their names and addresses are as follows:

Greg Bankhurst
WCI Communities, Inc.
13450 W. Sunrise Boulevard, Suite 420
Sunrise, FL 33323

Steven S. Sorensen
WCI Communities, Inc.
13450 W. Sunrise Boulevard, Suite 420
Sunrise, FL 33323

Marcienne Tiebout-Touron
WCI Communities, Inc.
24301 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Association. Subject to the rights of the Developer to appoint members of the Board of Directors as hereinafter stated, the members of the Board of Directors shall be elected by the members of the Association at the annual meeting of the membership as provided in the By-Laws of the Association and at least a majority of the Board of Directors so elected by the members shall be owners of Units in the Condominium or shall be authorized representatives, officers or employees of a corporation or other organization which is the owner of a Unit.

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When unit owners other than the Developer own fifteen percent (15%) or more of the units of the Condominium, the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the member of the Board of Directors. Unit owners other than Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association upon the earlier of:

- (a) Three years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- (d) When some of the units 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;
- (e) Seven (7) years after recordation of the Declaration of Condominium; or
- (f) The Developer so declaring by written notice to the members.

Until such time as unit owners other than the Developer are entitled to elect one or more members of the Board of Directors as provided above, the Developer shall be entitled to designate and appoint all members of the Board of Directors. The Developer is entitled to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the total units in the Condominium. Following the time that the Developer relinquishes control of the Association, the Developer may exercise the right to vote any units owned by the Developer in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

Developer shall be entitled to designate and appoint all directors whom the other members shall not be entitled to elect. Directors appointed by Developer shall not be required to be owners or residents of Units in the Condominium. Any successor of Developer designated in the manner provided in the Declaration shall be entitled to the rights of Developer stated in this paragraph.

**ARTICLE IX
AMENDMENTS**

A. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617 of the Florida Statutes and in Chapter 718 of the

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Florida Statutes (the "Condominium Act"). Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

B. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Condominium Act (the latter to control over the former to the extent provided for in the Condominium Act).

C. Amendment Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Articles XII or XIII of these Articles, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Condominium Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or First Mortgagees, unless the Developer and/or the First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this Section shall be effective.

D. Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with, or not prohibited by, the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

ARTICLE X VOTES

Each unit in the Condominium shall have one full indivisible vote.

ARTICLE XI POWERS

The Association shall have all of the powers and duties contemplated in the Declaration and the Condominium Act, together with all powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time and such other documents or agreements that may exist from time to time pertaining to the Condominium. 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 Condominium Act, provided that in the event of conflict, the provisions of the Condominium Act shall control over those of the Declaration and By-Laws.

ARTICLE XII INDEMNIFICATION PROVISIONS

A. Indemnities. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal

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thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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 or she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

B. Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, 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.

C. Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Article XII, subsection A or B, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

D. Determination of Applicability. Any indemnification under Article XII, subsection A. or B., unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Article XII, subsection A or B. Such determination shall be made:

1. By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

2. If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

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3. By independent legal counsel:
 - a. selected by the Board of Directors prescribed in paragraph 1 or the committee prescribed in paragraph 2; or
 - b. if a quorum of the Directors cannot be obtained for paragraph 1 and the Committee cannot be designated under paragraph 2, selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
4. By the members of the Association by a majority vote of a quorum consisting of members of the Association who were not parties to such proceeding, or, if no such quorum is obtainable, by a majority vote of members who were not parties to such proceeding.

E. Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by Article XII, subsection D.3. shall evaluate the reasonableness of expenses and may authorize indemnification.

F. Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

G. Exclusivity: Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

1. A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;
2. A transaction from which the director, officer, employee, or agent derived an improper personal benefit;
3. In the case of a director, a circumstance under which the liability provisions of Florida Statutes Section 607.0834 are applicable; or

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4. Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

H. Continuing Effect. Indemnification and advancement of expenses as provided in this Article XII shall continue as, unless otherwise provided when authorized or ratified pursuant to this Article XII, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified pursuant to this Article XII.

I. Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

1. The director, officer, employee, or agent is entitled to mandatory indemnification under Article XII, subsection C in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

2. The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Article XII, subsection G; or

3. The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Article XII, subsection A, subsection B, or subsection G.

J. Definitions. For purposes of this Article XII, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

K. Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article XII shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

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**ARTICLE XIII
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 nonprofit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

**ARTICLE XIV
REGISTERED AGENT**

The name of the registered agent and place for service of process shall be Vivien N. Hastings, whose address is: 24301 Walden Center Drive, #300, Bonita Springs, Florida 34134.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 3rd day of MAY, 2005.



Vivien N. Hastings

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles of Incorporation, 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.


Vivien N. Hastings

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