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FLORIDA PROFIT/NON PROFIT CORPORATION

Somi Subdivision Homeowners Association, Inc.

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ARTICLES OF INCORPORATION  
of  
SOMI SUBDIVISION HOMEOWNERS ASSOCIATION, INC.  
(A Florida corporation not for profit)

In compliance with the requirements of the laws of the State of Florida, the following are the Articles of Incorporation for Somi Subdivision Homeowners Association Inc.

1. Name: The name of the corporation shall be Somi Subdivision Homeowners Association, Inc. (the "Association"). The Association is a not-for-profit Florida corporation.

2. Principal Office: The Principal office of the Association is: 7480 SW 40 Street, Suite 700 Miami, Florida 33155.

3. Registered Agent: The name and street address for the Registered Agent is Maurice Cayon, 7480 SW 40 Street, Suite 700, Miami, Florida 33155.

4. Purpose: Association is formed to: (a) provide for ownership, operation, maintenance, and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; and (d) promote the health, safety and welfare of the Owners in accordance with the Declaration for, Somi Subdivision to be recorded in the Public Records of Miami-Dade County, Florida (the "Declaration") now and as amended in the future.

5. Definitions: The initially capitalized terms used and not defined in these Articles shall each have the same definitions and meaning as those set forth in the Declaration unless provided to the contrary in these Articles, or unless the context otherwise requires.

6. Powers and Duties: The powers of the Association shall include and be governed by the following:

6.1. General: The Association shall have all the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida that are not in conflict with the provision of these Articles, the Declaration or the By-Laws.

6.2. Enumeration: The Association shall have all the powers reasonably necessary to operate Somi Subdivision pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they maybe amended from time to time including but not limited to the following:

(a) to hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

(b) to promulgate and enforce rules, regulations, and agreements to effectuate the purposes for which the Association is organized.

(c) to delegate power where such delegation is deemed to be in the interest of the Association.

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(d) to acquire (by gift, purchase or otherwise), annex, own, convey, purchase, lease, hold, sell, mortgage, contract for services, or otherwise acquire or dispose of real or personal property, in connection with the functions of the association except as limited by the Declaration.

(e) To enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity.

(f) to enforce by legal action or otherwise, the provisions of the Declaration and By-Laws and all of the rules, regulations, covenants, restrictions and agreements governing or binding the Association.

(g) To fix, levy, collect and enforce payment, by any lawful means of all the assessments to be levied against property in Somi Subdivision pursuant to the terms of the Declaration to defray the expenses and the cost of effectuating the purposes of the Association and to create reasonable reserves for such expenditures as deemed necessary, and to authorize its Board of Directors, in its discretion, to enter into agreements with banks in Florida or other organizations for the collection of such assessments.

(h) To charge recipients for services rendered by the Association when deemed appropriate by the Board of Directors of the Association.

(i) To pay all operating costs, including but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(j) Notwithstanding anything contained herein to the contrary, the Association shall not have the power to, and shall not engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly, in any political campaign on behalf of, or in opposition to, any candidates for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of political statements.

(k) To sue and be sued.

(l) To borrow money, and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money for debts incurred.

(m) To dedicate, grant, license, concession, create easement upon, sell or transfer all or any part of the Association property to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

(n) To contract with a Special Taxing District.

(o) To operate and maintain the Surface Water Management Systems as required by Permit, if any, and applicable SFWMD or other water management district rule or regulation. The association shall exist in perpetuity, however, if the Association is dissolved, the property consisting of the surface water management systems shall be conveyed to an appropriate agency of the local government. If it is not accepted, then the surface water management system shall be dedicated to a similar not-for-profit Corporation

(p) To purchase insurance covering all of the Common Areas or portions thereof, Lots and Home required for the protection of the Association, its offices, directors and Members.

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(q) To contract with a cable operator licensed by the City or County to provide cable television service on a bulk rate or other basis to Members.

(r) To contract for the management, operation, administration and maintenance of Somi Subdivision, including contracts and agreements with any person or entity that Association deems necessary in order to effectively manage, operate, administer and maintain Somi Subdivision.

## 7. Membership

7.1 Membership Members of the Association shall consist of all of the record Owners of the Lots in Somi Subdivision, from time to time, including the Developer, as further described in the Declaration.

7.2 Assignment: The share 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 Home or Lot for which that share is held. Upon acquisition of a Home or Lot within Somi Subdivision, the Owner shall automatically become a Member of the Association, and upon the sale of a Home or Lot within Somi Subdivision, the membership appurtenant to such home or Lot shall automatically pass to the subsequent Owner of the Home or Lot.

7.3 Voting Association shall have two (2) classes of Member, each with voting rights as follows (the "Voting Interest"):

(a) Class A Members. Prior to the cessation of Class B Membership, Class A Members shall consist of all Owners with the exception of the Developer. Class A Members shall be entitled to cast one (1) vote for each home or Lot owned by them. If a Home is built on a Lot, the Class A Member owning such Lot shall be entitled to only one (1) vote.

(b) Class B Members. The Class B Member is Developer. The Class B Member shall be entitled to four (4) votes for each vote that all Class A Members are entitled to cast at any time. The Class B membership shall cease upon the first to occur of the following events:

- 1) December 31, 2049; or
- 2) when the Developer records a notice in the Public Records of Miami Dade County expressly terminating its Class B membership; or
- 3) the Turnover Date.

7.4 Termination of Class B Membership. Upon termination of Class B membership, Developer shall be deemed and become a Class A Member entitled to vote as specified in the By-Laws and these Articles.

7.5 Exercise of Vote. When more than one person holds an interest in any lot, all such persons shall be Members; however, the number of votes for that lot will not be increased, and the Members must determine among themselves how the Lots vote may be exercised. Corporations, partnerships, and other entities must notify the Homeowners Association of the natural person who will be considered a Member of the Homeowners Association and be entitled to exercise its vote.

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7.6 Meetings. By-Laws shall provide for an annual meeting of Members and may make provisions for regular and special meetings of Members other than the annual meeting.

7.7 Prior to Recordation of Declaration. Until such time as the real property comprising of Somi Subdivision and the improvements now and/or to be constructed thereon, are submitted to the community form of ownership by recordation of the Declaration in the Public Records of Miami-Dade County, Florida, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association each of whom shall be entitle to cast a vote on all matters upon which the Membership would be entitled to vote.

7.8 Term of Existence. The Association shall have perpetual existence.

8. Directors.

8.1 Number and Qualifications. The property business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three directors but subject to change as provided by the By-laws. Directors appointed or designated by the Developer need not be Owners of the Association or resident of Homes or Lots in the Association. All other directors must be owners.

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

8.3 Election. Directors shall be appointed, elected and removed as provided in the By-laws.

8.4 Current Directors: The Names and addresses of the members of the current Board who shall hold office unit their successors are appointed and/or elected, are as follows:

<u>Name</u>	<u>Address</u>
Maurice Cayon	7480 SW 40 Street Suite 700 Miami, Florida 33155
Tomas Cabrerizo	3850 Bird Road, 8 <sup>th</sup> Floor Miami, Florida 33146
Carlos Herrera	7480 SW 40 Street Suite 700 Miami, Florida 33155

9. Officers The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time deem necessary. The names and address of the current officers who shall serve until their successors are designated by the Board are as follows:

President	Maurice Cayon 7480 SW 40 Street Suite 700 Miami, Florida 33155
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Vice President	Tomas Cabrerizo 3850 Bird Road 8 <sup>th</sup> Floor Miami, Florida 33146
Treasurer	Carlos Herrera 7480 SW 40 Street Suite 700 Miami, Florida 33155
Secretary	Jose Garcia 7480 SW 40 Street Suite 700 Miami, Florida 33155

10. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided for in the By-laws and the Declaration. In event of a conflict between the provisions of the Articles and the provisions of the By-Laws the provision of these Articles shall control.

11. Amendments. These Articles of Incorporation shall be amended in the following manner:

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

11.2 Proposal A resolution for the adoption of a proposed amendment maybe proposed either by a majority of the Board or owners holding one-third (1/3) of the voting interests in the Association.

11.3 Approval An amendment shall be approved:

- a) by Owners holding a majority of the voting interest in the Association present in person or by proxy at a Member meeting at which a quorum thereof has been attained and by not less than sixty-six and two thirds (66-2/3) of the entire Board; or
- b) by owners holding an eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Member meeting at which a quorum has been attained; or
- c) prior to the date upon which Owners other than Developer control the Board by not less than one hundred percent (100%) of the entire Board.

11.4 Developer. Notwithstanding anything herein to the contrary, prior to Turnover, the Developer may amend these Articles without the consent or joinder of any party whatsoever. This paragraph cannot be amended.

11.5 Limitation. No Amendment shall make changes (i) in the qualification for membership; (ii) in the voting rights or the property rights of Members, or (iii) in any manner to the voting membership rights established herein, without the approval in writing of all Members and the joinder of all Lenders. No amendment shall be made that is in conflict with the Declaration or By-Laws, nor shall any amendment make any changes which would be in any way affect any of the rights, privileges, powers or options provided in these Articles in favor or reserved to Developer, or any of its affiliates, unless Developer shall give its prior written consent to the amendment or join in the execution of the amendment , nor shall any amendment alter the provision of these Articles benefiting Lender or

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affecting the rights of Lender without the prior written approval of the Lender(s) enjoying the benefits of such provision.

11.6 Recording A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public records of Miami Dade County, Florida.

12. Incorporator: The name and address of the Incorporator of these Articles is

<u>Name</u>	<u>Address</u>
Maurice Cayon	7480 SW 40 Street Suite 700 Miami, Florida 33155

13. Indemnification.

13.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact the he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal) judgments, fines and amounts paid in settlement actually and reasonable incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceedings, has no reasonable cause to believe his conduct was unlawful.

13.2 Limitation on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the 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 of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which such court shall deem proper.

13.3 Expenses. To the extent that a director, officer, employee or agent of the Association had been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 13.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

13.4 Approval A determination of indemnification shall be made by the Association Board by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding or if such quorum is unattainable then by independent legal counsel in written opinion or by a majority of the voting interest of the owners.

14. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of

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Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if the Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

15. Designation of Registered Agent. The registered agent of the Association shall be Maurice Cayon, for service of process within the State of Florida, at 7480 SW 40 Street Suite 700, Miami, Florida 33155.

IN WITNESS WHEREOF, the undersigned Incorporator for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the incorporation of this Association, has executed these Articles of Incorporation as of this \_\_\_\_ day of June 2019.

Witnesses:

Leyla Marcos  
Print Name  
José Almeida  
Print Name

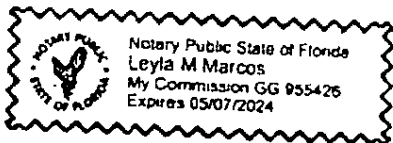
Maurice Cayon  
Maurice Cayon, Incorporator

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY the foregoing instrument was acknowledged before me on this \_\_\_\_ day of January, 2020, by means of  physical presence or  online notarization by Maurice Cayon, who is personally known to me or who has produced \_\_\_\_\_ as identification. He person who executed the foregoing affidavit, and he acknowledged before me that he executed same

Notary Public  
Leyla Marcos

My Commission Expires:



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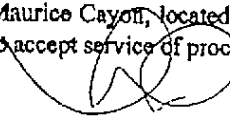


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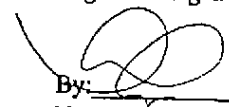
CERTIFICATE DESIGNATING PLACE OF BUSINESS OF DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING  
AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Soni Subdivision Homeowners Association, Inc., a Florida not for profit corporation, desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the County of Miami-Dade, State of Florida, has named Maurice Cayon, located at 7480 SW 40 Street Suite 700, Miami, Florida 33155, as its Registered Agent to accept service of process within Florida.

  
\_\_\_\_\_  
Maurice Cayon, Incorporator  
Dated: \_\_\_\_\_ day of \_\_\_\_\_, 2020

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, 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.

Registered Agent  
  
By: \_\_\_\_\_  
Name: Maurice Cayon  
Dated: \_\_\_\_\_

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