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ARTICLES OF INCORPORATION

OF

CALIZA TOWNHOUSES AT SILVER GROVE HOMEOWNERS' ASSOCIATION, INC.

The undersigned, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation (the "Articles"):

**ARTICLE I
NAME AND DEFINITIONS**

The name of the corporation shall be CALIZA TOWNHOUSES AT SILVERGROVE HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association".

The capitalized terms used herein shall have the meanings, if any, given to them in the Declaration of Covenants, Conditions and Restrictions for CALIZA TOWNHOUSES AT SILVERGROVE HOMEOWNERS' ASSOCIATION, INC., recorded (or to be recorded) in the Public Records of Miami-Dade County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration") unless the context clearly requires otherwise; provided, however, that the term "Member" shall mean a member of the Association as provided herein.

**ARTICLE II
PURPOSE AND POWERS**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration. The further objects and purposes of the Association are to preserve the values and amenities of all Townhomes which are now or hereafter developed within the property which is subjected to the Declaration (the "Property") and to maintain the Common Areas, and other portions of the Property for the benefit of the Members of the Association and the Owners of the Townhomes within CALIZA TOWNHOUSES AT SILVERGROVE.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into which may be an affiliate of Habitus Silver Bluff FI-A LLC, a Florida limited liability company (the "Developer"), the powers and duties of the Association, except those which require specific approval of the Board or the Members.

The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration. The Association shall also have all of the powers necessary to exercise all of the Association's rights and privileges, to perform all of its duties and obligations and to otherwise implement the purposes of the Association as set forth in the Declaration, as well as the powers and duties of an association which are set forth in Chapter 720, Florida Statutes, as amended from time to time. The Association shall further have all of the powers necessary to provide for the common good, health, safety, and general welfare of all of the Owners.

The foregoing statement of purposes shall be construed as a statement both of purpose and of powers, and such purposes and powers shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause or statement, but shall be broadly construed as independent purposes and powers.

**ARTICLE III
MEMBERS**

3.1 **Membership.** The members of the Association (the "Members") shall consist of all the record title owners of Townhomes in CALIZA TOWNHOUSES AT SILVER GROVE from time to time, and after termination

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of CALIZA TOWNHOUSES AT SILVER GROVE, shall also consist of those who were members at the time of such termination, and their successors and assigns.

3.2 **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 Townhome for which that share is held.

3.3 **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Townhome. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Townhome shall be entitled to cast the aggregate number of votes attributable to all Townhomes owned.

3.4 **Meetings.** The 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.

**ARTICLE IV
CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE V
BOARD OF DIRECTORS**

5.1 **Management by Directors.** The property, business and affairs of the Association shall be managed by a Board, which shall initially consist of three (3) persons (the "Directors" and each individually a "Director"). The Board may increase, by resolution, the authorized number of Directors on the Board, up to a maximum of seven (7) Directors. A majority of the Directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of Directors, including annual meetings.

5.2 **Original Board of Directors.** The names and addresses of the first Board, who shall hold office until the first election and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Mauricio Magaña	1111 Brickell Avenue 10 th Floor Miami, FL 33131
Daniel Del Rio	1111 Brickell Avenue 10 th Floor Miami, FL 33131
Pablo Ramos	1111 Brickell Avenue 10 th Floor Miami, FL 33131

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5.3 **Appointment of Directors.** The Directors shall be appointed as follows:

(a) The Developers shall have the right to appoint all of the Directors of the Association until the Developer relinquishes control of the Association to the Owners, as provided in the Declaration, at which time the Board may be expanded, by Resolution of the Board, up to seven (7) Directors and the Members other than the Developer shall have the right to appoint the Directors.

(b) After the Developer relinquishes control of the Association, the Developer may also exercise the right to appoint any Developer-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board.

5.4 **Duration of Office.** Directors elected or appointed by the Members shall hold office until the next succeeding annual meeting of the Members and thereafter until qualified successors are duly elected or appointed and have taken office.

5.5 **Vacancies.** If a Director elected or appointed by the Developer or another Member shall for any reason cease to be a Director, the Developer or other Member, as applicable, that appointed or elected such Director shall have the right to appoint or elect a successor to fill the vacancy for the balance of the unexpired term.

**ARTICLE VI
OFFICERS**

6.1 **Officers Provided For.** The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the By-Laws.

6.2 **Election and Appointment of Officers.** The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board annually for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election for the removal from office of officers, for the filling of vacancies and for the duties of the officers. The President shall be a Director; other officers may or may not be Directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board may elect or appoint an individual to fill such vacancy.

6.3 **First Officers.** The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of Directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Title:</u>	<u>Name:</u>	<u>Address:</u>
PRESIDENT	Mauricio Magaña	1111 Brickell Avenue 10 th Floor Miami, FL 33131
VICE PRESIDENT	Daniel Del Rio	1111 Brickell Avenue 10 th Floor Miami, FL 33131
SECRETARY/TREASURER	Pablo Ramos	1111 Brickell Avenue 10 th Floor Miami, FL 33131

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**ARTICLE VII
BYLAWS**

The Board shall adopt By-Laws consistent with these Articles. Such By-Laws may be altered, amended, repealed or rescinded by the Members in the manner set forth in the By-Laws.

**ARTICLE VIII
AMENDMENTS**

8.1 **Approval of Amendments.** Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the Members for adoption or rejection by affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the votes of the Members.

8.2 **Developer's Right to Amend.** Anything to the contrary herein notwithstanding, during the period in which the Developer is entitled to elect a majority of the Directors of the Association, the Developer shall have the absolute right to amend these Articles without the consent of the Members of the Board, and no amendment to these Articles shall be made or shall be effective without the written consent and joinder of the Developer, which consent the Developer may withhold in its sole and exclusive discretion.

8.3 **Notice.** Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

8.4 **Conflicting Provisions.** In case of any conflict between these Articles and the By-Laws, these Articles shall control; and in case of any conflict between these Articles and the Declaration, the Declaration shall control.

**ARTICLE IX
INCORPORATOR**

The name and address of the Incorporator of the Association is:

<u>Name</u>	<u>Address</u>
Mauricio Magaña	1111 Brickell Avenue 10 th Floor Miami, FL 33131

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**ARTICLE X
INDEMNIFICATION**

10.1 **Right to Indemnification.** 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 that he is or was a Director, employee, officer, committee member, or agent of the Association, against 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 action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. 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 or did act in a manner which he believed to be not in, or opposed to, the best interest of the Association, and with respect to any criminal proceeding, that he had reasonable cause to believe his conduct was unlawful.

10.2 **Attorney's Fees.** 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 action, suit or proceeding referred to in Section 10.1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

10.3 **Expenses.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the Director, officer, committee member, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

10.4 **Non-exclusive.** 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 Voting Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

10.5 **Power to Purchase Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee or agent of the Association, or is or was serving at the request of the 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 Association would have the power to indemnify him against such liability under the provisions of this Article.

10.6 No Amendment. The provisions of this Article 10 shall not be amended.

**ARTICLE XI
OFFICE**

The principal office and mailing address of the Association shall be at 1111 Brickell Avenue, 10th Floor, Miami, FL 33133, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Florida law.

**ARTICLE XII
REGISTERED AGENT**

Until changed, PEREZ ABELLO LAW PLLC shall be the registered agent of the Association and the registered office shall be c/o PEREZ ABELLO LAW PLLC 1390 S. Dixie Highway, Suite 1309, Coral Gables, Florida 33143.

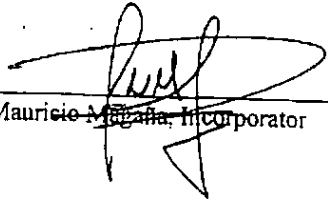
**ARTICLE XIII
DISSOLUTION**

Upon dissolution of the Association, all of its assets shall be conveyed to another not-for-profit corporation, unincorporated association or public agency.

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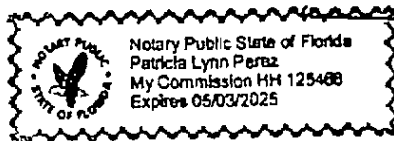
IN WITNESS WHEREOF, the said incorporator has affixed his signature this 30th day of May, 2023.



Mauricio Magaña, Incorporator

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that the foregoing was acknowledged before me by means of physical presence or online notarization, this 30th day of May, 2023, by Mauricio Magaña. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]




Notary Public

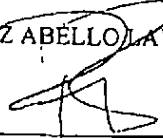
Printed Name: _____

My Commission Expires: _____

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT:

HAVING BEEN NAMED to accept Service of Process for the above stated corporation, at the place designated in the foregoing Articles, the undersigned accepts to act in this capacity and agrees to comply with the provision of Florida Statute 48.091 relative to keeping open said office.

PEREZ ABELLO LAW PLLC

By: 
Name: Patricia L. Perez, Esq.
Title: Manager
Date: 5/30/2023

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