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TALLAHASSEE, FLORIDA

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-12/19/96--01057--018

\*\*\*\*\*70.00 \*\*\*\*\*70.00

EXPIRES DATE

1-1-97

Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Articles of Incorporation for Fantastic Gardens Estates  
Homeowners Association, Inc.

Dear Madam/Sir:

Enclosed are the articles of incorporation and the acceptance  
of registered agent for Fantastic Gardens Estates Homeowners  
Association, Inc. (the "Corporation"). Also enclosed are the fees  
for registration of the Corporation, including:

|   |                |
|---|----------------|
| Articles of Incorporation                         | \$35.00        |
| Designation and acceptance by<br>registered agent | <u>35.00</u>   |
| TOTAL   | <u>\$70.00</u> |

Please file as appropriate.

Thank you.

Sincerely,

*Ronald A. Shuffield*

Ronald A. Shuffield

Encl.

10-2102

*Ronald Shuffield*

Article II, VII  
& VIII

*PH*

*PH 12/26/96*

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ARTICLES OF INCORPORATION  
OF  
FANTASTIC GARDENS ESTATES HOMEOWNERS ASSOCIATION, INC.

TALLAHASSEE, FLORIDA

EFFECTIVE DATE

1-1-97

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1  
NAME

The name of the corporation shall be Fantastic Gardens Estates Homeowners Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

ARTICLE 2  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 9568 SW 67 Court, Miami, Florida 33156. The name of the initial registered agent of the Association is Ronald A. Shuffield. The principal address is the same as the registered office.

ARTICLE 3  
PURPOSE

The purpose for which the Association is organized is to provide an entity for the operation, maintenance, repair and replacement of an entrance gate, boundary wall, adjacent planters and landscaping, and any other common facilities within a community located or to be located in Dade County, Florida, on property legally described as Lots 2, 3, and 4, Block 1, FANTASTIC GARDENS ESTATES, according to the Plat thereof, as recorded in Plat Book 143, Page 64, of the Public Records of Dade County, Florida (the "Property").

ARTICLE 4  
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions, Assessments, Liens, Reservations and Easements (the "Declaration") recorded or to be recorded in the

Public Records of Dade County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. The Declaration, Articles and Bylaws shall be collectively referred to herein as the "Association Documents".

**ARTICLE 5**  
**POWERS**

The powers of the Association shall include and be governed by the following:

- 5.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of the Association Documents.
- 5.2 **Enumeration.** Subject to the foregoing general limitation, the Association shall have all of the powers and duties reasonably necessary to operate the Association and to implement and effectuate the purposes of the Association pursuant to the Association Documents, as they may be amended from time to time, including, but not limited to, the following:
- (a) To levy and collect assessments and other charges from members of the Association to defray the expenses of the Association including, but not limited to, the provision of insurance, and the acquiring, managing or otherwise dealing with property, whether real or personal, which may be necessary or convenient for the Association to do all things reasonably necessary to accomplish the purposes set forth in the Association Documents.
  - (b) To grant (or accept the grant of) licenses, easements, permits, leases or privileges to (or from) any individual or entity, which affect the property owned or controlled by the Association.
  - (c) To delegate all or any part of the powers and duties of the Association, whether by contract or otherwise.
  - (d) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon, the Association.
  - (e) To exercise its powers concerning any property owned or controlled by the Association.

- (f) To purchase insurance for the protection of the Association, its officers and directors.
  - (g) To make and establish rules and regulations governing the maintenance, conservation and use of the property owned or controlled by the Association.
  - (h) To enforce the provisions of the Association Documents and the rules and regulations for the use of the property owned or controlled by the Association.
- 5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Association Documents.
- 5.4 Limitation. The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions hereof and of the Declaration and the Bylaws.

#### ARTICLE 6 MEMBERS

- 6.1 Membership. The owners of each of the lots within the Property shall be members of the Association. No other persons or entities shall be members. Membership in the Association shall be an appurtenant interest to ownership of a lot within the Property. Membership is non-transferable except as an appurtenance to a lot, and membership, together with full voting rights appertaining thereto, passes with a lot as an appurtenance thereto.
- Until such time as the lots in the Property are sold to third parties, the membership of the Association shall be comprised solely of the Subscriber to these Articles.
- 6.2 Voting. There shall be one vote for each lot within the Property. Such votes may be exercised or cast by the voting interest representing each lot in such manner as is provided for in the Association Documents. In the event that a lot within the Property shall be owned by more than one person or entity, such persons or entities shall deliver written notice to the Association designating a person who shall have full power and authority to exercise the voting interest of such owners. If desired, such notice may also designate substitute

persons with power and authority to exercise such voting interest in the event that the designee is not available.

- 6.3 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 a lot within the Property. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the Association and its membership, and for the purposes authorized in the Association Documents.
- 6.4 Meetings. The Bylaws 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 7 TERM OF EXISTENCE

The Association shall have perpetual existence. The effective date is January 1, 1997.

#### ARTICLE 8 DIRECTORS

- 8.1 Number and Qualification. The affairs of the Association will be managed by a Board of Directors consisting of not less than one (1) person and not more than three (3) persons.
- 8.2 Election and Removal. Directors shall be elected in the manner provided by the Bylaws at the annual meeting of the members. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

- 8.3 Miscellaneous. The Board shall have the powers reserved to it in the Association Documents, including the power to adopt the budget of the Association.

A Director shall discharge his duties as a director 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. A Director is not liable to the Association for any action taken as a director, or any failure to take action, unless same constitutes willful misconduct of the Director.

ARTICLE 9  
OFFICERS

The officers of the Association shall be elected by the Board and shall serve at the pleasure of the Board. The names of the officers who shall serve until their successors are elected are as follows:

|                     |  |
|---------------------|--|
| Ronald A. Shuffield | President                              |
|                     | Vice President/Treasurer/<br>Secretary |

ARTICLE 10  
INDEMNIFICATION

The Association shall indemnify any person who was or is a party to any proceeding by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability and costs incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he 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 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 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 conduct was unlawful.

Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 10 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 11  
SUBSCRIBER

The Subscriber of these Articles is Ronald A. Shuffield whose address is 9568 SW 67 Court, Miami, FL 33156.

ARTICLE 12  
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 13  
AMENDMENTS

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

- 13.1 Proposal. Amendments may be proposed either by a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a meeting of members or by the members of the Association by a majority vote of the voting interests entitled to vote.
- 13.2 Call For Meeting. Upon the adoption of a resolution proposing any amendment to these Articles, the proposed amendment shall be transmitted to the President of the Association, who shall thereupon call a special meeting of the membership. It shall be the duty of the Secretary to give each member written notice stating the place, day and hour of the meeting and setting forth the proposed amendment or a summary of the changes to be effected thereby and, in the case of a special meeting, the purpose for which the meeting is called. Notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail. If mailed, the notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at the address which appears on the membership roster of the Association.
- 13.3 Vote Necessary. In order for an amendment to become effective, the amendment must be approved, at a duly called meeting, by an affirmative vote of all members of the Association present in person or by proxy at such meeting.

13.4 Filing. Articles of Amendment containing the approved amendment shall be executed by the Association (by its President or Vice President, and acknowledged by its Secretary or Assistant Secretary). The Articles of Amendment shall set forth:

- (a) The name of the Corporation.
- (b) The amendment(s) so adopted.
- (c) The date of the adoption of the amendment by the members.

The Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from approval with the office of the Secretary of the State of Florida.

#### ARTICLE 14 INTERESTED PARTIES

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all Officers, Directors or members of the Association may have an interest of any nature whatsoever. No contract or business arrangement shall be invalidated in whole or part by the Association or any Officer, Director and/or member(s) thereof on the grounds that the Officer, Director and/or member(s) had an interest, whether adverse or not, in the contract, business arrangement or party contracted with, regardless of the fact that the vote of the Director, Officer or member(s) with an interest was necessary to obligate the Association.

At any meeting of the Directors which shall authorize or ratify any contract or transaction, any interested Director or Officer may vote or act thereat with like force and effect as if the Director or Officer had no interest provided that in such case the nature of interest (though not necessarily the extent or details thereof) shall be disclosed, or shall have been known to the Directors or a majority thereof. A general notice that a Director or Officer is interested in any corporation other concern of any kind above referred to shall be a sufficient disclosure thereof. No person shall be disqualified from holding office as Director or Officer of the Association by reason of any adverse interest. No Director, Officer, or member having an adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person, for any loss incurred by it under or by reason of the contract or transaction with an interested party, nor shall any such Director, Officer, member or

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entity in which said member is involved, be accounted for any gains or profits realized from that contract or transaction.

IN WITNESS WHEREOF, the Subscriber has affixed its signature as of the 31st day of October, 1996.

Ronald A. Shuffield  
Ronald A. Shuffield

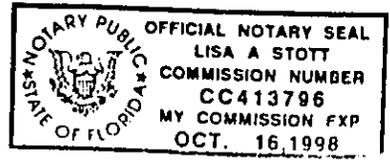
STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgments, personally appeared Ronald A. Shuffield, who is well known to me or who has produced personally known as identification, and he did not take an oath.

WITNESS my hand and official seal this 31<sup>st</sup> day of October, 1996.

Lisa A. Stott  
Notary Public  
State of Florida at Large

(Notarial Seal)



Lisa A. Stott  
[Printed Name of Notary]

My commission expires:  
October 16, 1998

I HEREBY ACCEPT THE DESIGNATION AS REGISTERED AGENT AS SET FORTH IN THESE ARTICLES OF INCORPORATION.

Ronald A. Shuffield (SEAL)  
RONALD A. SHUFFIELD