

727588

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

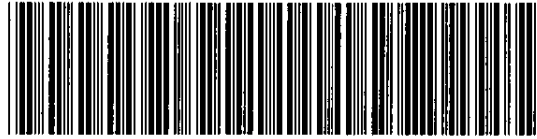
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000137466560

000137466560
12/12/08--01004--001 **2590.00

35

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

08 DEC 12 AM 11:29

FILED

AMENDMENT
REC
12/16

Mailing Address:
P.O. Box 9057
Ft. Lauderdale, FL 33310-9057

ADMINISTRATIVE OFFICE
3111 STIRLING ROAD
FORT LAUDERDALE, FL 33312
800.432.7712 U.S. TOLL FREE

WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

December 10, 2008

Reply To:
Fort Lauderdale
Lance D. Clouse, Esq.
Direct dial: (954) 364-6020
LClouse@becker-poliakoff.com

VIA FEDERAL EXPRESS

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

Re: Spring Creek Condominiums Phase I, II, and III: Corporation
Reinstatements; Articles of Merger; Articles of Amendment

Dear Sir or Madam:

Enclosed please find the following documents for filing with the Florida Department of State, Division of Corporations:

1. Corporation Reinstatement Form for Spring Creek Condominium Association, Inc., Document No. 727588;
2. Corporation Reinstatement Form for Spring Creek Condominium Apartments Phase I, Inc., Document No. 725242;
3. Corporation Reinstatement Form for Spring Creek Condominium Apartments Phase II, Inc., Document No. 726485;
4. Corporation Reinstatement Form for Spring Creek Condominium Apartments Phase III, Inc., Document No. 727070;
5. Articles of Merger of Spring Creek Condominium Apartments Phase I, Inc., Spring Creek Condominium Apartments Phase II, Inc., Spring Creek Condominium Apartments Phase III, Inc., and Spring Creek Condominium Association, Inc. (Plan of Merger attached thereto); and
6. Articles of Amendment for Spring Creek Condominium Association, Inc., Document No. 727588 (Amended and Restated Articles of Incorporation attached thereto).

LEGAL AND BUSINESS STRATEGISTS

MEMBERS OF CONSULEGIS AN INTERNATIONAL ASSOCIATION OF LAW FIRMS AND NETWORK OF LEADING LAW FIRMS

RECEIVED
2008 DEC 12 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA OFFICES
BOCA RATON
FORT MYERS
FORT WALTON BEACH
HOLLYWOOD
HOMESTEAD
MELBOURNE
MIAMI
NAPLES
ORLANDO
PORT ST. LUCIE
SARASOTA
TALLAHASSEE
TAMPA BAY
WEST PALM BEACH

U.S. & GLOBAL OFFICES
BEIJING
NASSAU
NEW YORK CITY
PARIS
PRAGUE
TEL AVIV
* by appointment only

In addition, enclosed please find a check made payable to the Florida Department of State in the amount of \$2,590.00, for the following fees:

1.	Reinstatement: Spring Creek Condominium Association, Inc.	\$236.25
2.	Reinstatement: Spring Creek Condominium Apartments Phase I, Inc.	\$726.25
3.	Reinstatement: Spring Creek Condominium Apartments Phase II, Inc.	\$726.25
4.	Reinstatement: Spring Creek Condominium Apartments Phase III, Inc.	\$726.25
5.	Articles of Merger for merging four Corporations	\$140.00
6.	Articles of Amendment for Spring Creek Condominium Ass'n, Inc.	<u>\$ 35.00</u>
TOTAL		\$2,590.00

Please contact the undersigned attorney regarding any documentation or inquiries concerning the above-referenced filings. Thank you for your attention to this matter.

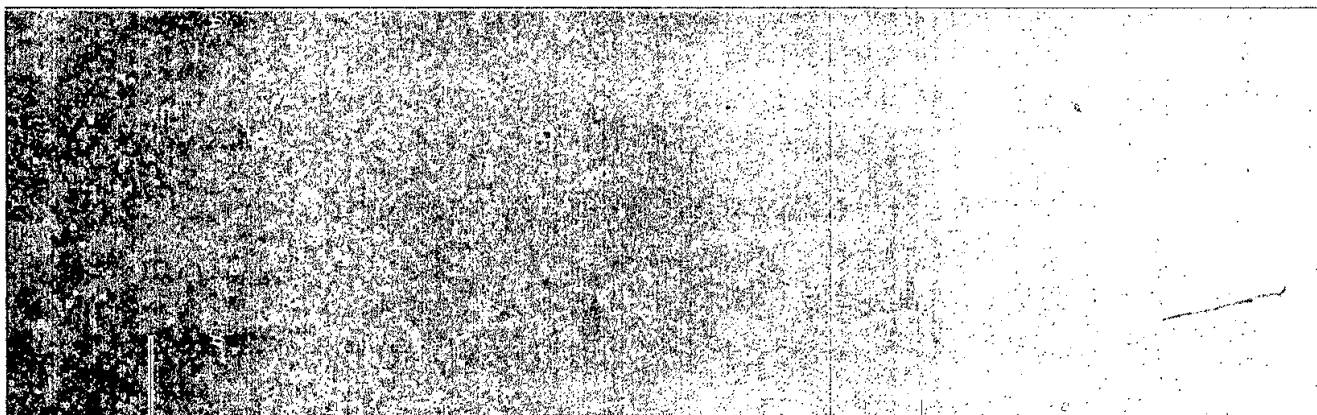
Very truly yours,



Lance D. Clouse
For the Firm

LDC/lc
Enclosures (as stated)
cc: Board of Directors, Spring Creek Condominium Association, Inc.

FTL_DB: 1158138_1



ARTICLES OF AMENDMENT:
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

SPRING CREEK CONDOMINIUM ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment which provide for the attached Amended and Restated Articles of Incorporation.

FIRST: The name of the corporation is Spring Creek Condominium Association, Inc. and as successor by merger of Spring Creek Condominium Apartments Phase I, Inc., Spring Creek Condominium Apartments Phase II, Inc. and Spring Creek Condominium Apartments Phase III, Inc.

SECOND: The attached Amended and Restated Articles of Incorporation were adopted both by at least a majority of the Board of Directors, and at least 2/3 of the members of the Association.

THIRD: The attached Amended and Restated Articles of Incorporation were adopted by the said vote of the members and the Board on the 23rd day of August, 2008.

FOURTH: The number of votes cast were sufficient for approval.

WITNESSES (TWO, and as to both signatures): **Spring Creek Condominium Association, Inc.** and as successor by merger of Spring Creek Condominium Apartments Phase I, Inc., Spring Creek Condominium Apartments Phase II, Inc. and Spring Creek Condominium Apartments Phase III, Inc.

Michael A. Cooley
Signature

Michael A. Cooley
Printed Name

Michael A. Cooley
Signature

Michael A. Cooley
Printed Name

BY: Aaron Moore
Aaron Moore, President

Reginald Rousseau
Reginald Rousseau, Secretary

STATE OF Florida

COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 29th day of October, 2008 by **Aaron Moore** as President of Spring Creek Condominium Association, Inc. and as successor by merger of Spring Creek Condominium Apartments Phase I, Inc., Spring Creek Condominium Apartments Phase II, Inc. and Spring Creek Condominium Apartments Phase III, Inc. on behalf of the corporation. He/she is personally known to me or has produced (type of identification) Florida Driver's License as identification and took an oath that the above is true and correct.

 **MICHAEL COOLEY**
MY COMMISSION # DD 528060
EXPIRES: April 8, 2010
Bonded Thru Budget Notary Services

Michael Cooley
Notary Public
Michael Cooley
Printed Name

My commission expires: April 8, 2010

[ADDITIONAL NOTARY BLOCK ON THE NEXT PAGE]

STATE OF Florida)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 24th day of October, 2008 by Reginald Ruxey as **Secretary** of Spring Creek Condominium Association, Inc. and as successor by merger of Spring Creek Condominium Apartments Phase I, Inc., Spring Creek Condominium Apartments Phase II, Inc. and ~~Spring Creek Condominium Apartments Phase III, Inc.~~ on behalf of the corporation. He/she is personally known to me or has produced (type of identification) _____ as identification and took an oath that the above is true and correct.



MICHAEL COOLEY
MY COMMISSION # DD 528060
EXPIRES: April 8, 2010
Bonded Thru Budget Notary Services

Michael Cooley

Notary Public

Michael Cooley
Printed Name

My commission expires: April 8, 2010

FTL_DB: 1134722_2

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

SPRING CREEK CONDOMINIUM ASSOCIATION, INC.

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION –
SEE CURRENT ARTICLES OF INCORPORATION FOR CURRENT TEXT**

These are the Amended and Restated Articles of Incorporation for the Spring Creek Condominium Association, Inc. originally filed with the Florida Department of State the 27th day of September, 1973, Document number 727588, and FEI number 59-1488931. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2008).

NAME. The name of the corporation is SPRING CREEK CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declarations of Condominiums for Spring Creek Condominium Apartments Phase I, Spring Creek Condominium Apartments Phase II, and Spring Creek Condominium Apartments Phase III as the "Declarations," these Articles of Incorporation as the "Articles," and the Amended and Restated Bylaws of the Association as the "Bylaws."

1. PURPOSE. The purpose for which the Association is organized is to manage, operate and maintain Condominiums known as Spring Creek Condominium Apartments Phase I, Spring Creek Condominium Apartments Phase II, and Spring Creek Condominium Apartments Phase III including recreational and common facilities which serve Spring Creek Condominium Apartments Phase I, Spring Creek Condominium Apartments Phase II, and Spring Creek Condominium Apartments Phase III ("Spring Creek Condominium Community"). Said Condominiums and Common Area shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment and advantage of the individual residents of said Condominiums; to make such improvements, additions and alterations to said Condominiums as may be necessary or desirable from time to time as authorized by the respective Declarations, and the Bylaws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation and maintenance of said Condominiums; all as agents of the Owners of the Condominium Parcels of the said Condominiums.

2. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations and the Condominium Act, as both of same may be amended or renumbered from time to time, and if not defined in either of same, then as defined in the Not For Profit Corporate Act, as it may be amended or renumbered from time to time, unless herein provided to the contrary, or unless the context otherwise requires.

3. POWERS. The powers of the Association shall include the following:

3.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of the Declarations, these Articles or of the Condominium Act, as it may be amended or renumbered from time to time.

3.2 Enumeration. The Association shall have all of the common-law and statutory powers and duties of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of the Declarations, these Articles or of the Condominium Act, as it may be amended or renumbered from time to time, and all of the powers and duties reasonably necessary to operate the Spring Creek Condominium Community including but not limited to the power:

3.2.1 To make and collect Assessments and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

3.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.

3.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property and other property acquired or leased by the Association.

3.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, Committee Members, and Members as Unit Owners.

3.2.5 To make and amend reasonable rules and regulations relating to the use of units and common elements and related to the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety, and welfare of the Unit Owners.

3.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as provided by the Declarations.

3.2.7 To enforce by legal means the provisions of the Condominium Act, as it may be amended or renumbered from time to time, the Declarations, these Articles, the Bylaws, and the Rules and Regulations of the Association.

3.2.8 To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

3.2.9 To employ personnel to perform the services required for proper operation of the Spring Creek Condominium Community.

3.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income, including but not limited to Assessments.

3.3 Condominium Property. All funds and the titles of 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 Condominium Act, as it may be amended and renumbered from time to time, the Declarations, these Articles and the Bylaws.

3.4 Distribution of income. The Association shall make no distribution of income to its members, Directors or Officers.

3.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations and the Bylaws.

4. MEMBERS. The members of the Association shall consist of all of the record owners of Units in the Condominiums, and after termination of the Condominium or Condominiums shall consist of those who were members at the time of the termination and their successors and assigns.

4.1 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 Unit for which that share is held.

4.2 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.3 **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.

5. **TERM OF EXISTENCE.** The Association shall have perpetual existence.

6. **OFFICERS.** The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

7. **DIRECTORS.**

7.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which in no event shall consist of less than five (5) Directors.

7.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Condominium Act, the Declarations, these Articles, the Bylaws and the Rules and Regulations (all as amended or renumbered from time to time) shall be exercised exclusively by the Board of Directors, subject only to approval by Unit Owners when such approval is specifically required.

7.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

8. **BYLAWS.** The Bylaws of this Corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

9. **AMENDMENTS.** These Articles may be amended in the following manner:

9.1 **Proposal of Amendments.** An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

9.2 **Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER ___ FOR PRESENT TEXT."

9.3 **Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

9.4 **Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of 30/52 Voting Interests of the Association at a duly noticed meeting at which a quorum is present, or by the written agreement of 30/52 of the entire Voting Interests, including at least four (4) members of the Association's Board of directors. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

9.5 **Effective Date.** An amendment when adopted shall become effective after being recorded in the Broward County Public Records according to law and filed with the Secretary of State according to law.

9.6 **Automatic Amendment.** These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations of Condominium. Whenever Chapter 718, Florida Statutes (2008) Chapter 617, Florida Statutes (2008) or other

applicable statutes or administrative regulations, as amended or renumbered from time to time, are amended.

9.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

10. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

FTL_DB: 1134724_2