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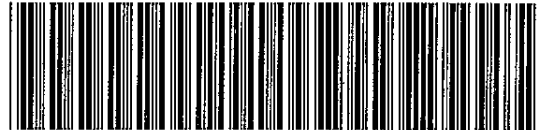
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

✓  
12/3/03

LAW OFFICES OF  
**Juan A. Sanchez, P.A.**

A PROFESSIONAL ASSOCIATION

10251 SUNSET DR., # A106

MIAMI, FL 33173

E-MAIL: JASANCESQ@AOL.COM

JUAN A. SANCHEZ, ESQ.  
YUDITH DE SOLO, ESQ.

PH: (305) 275-8550  
FAX: (305) 275-8553

November 19, 2003

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

RE: Articles of Incorporation for:  
**Alhambra Gardens VII Condominium Association, Inc.**

Dear Sir/Madam:

Enclosed please find my check in the sum of \$70.00 for the filing fee of the Articles of Incorporation submitted with this letter.

Should you have any questions please feel free to contact my office.

Sincerely,

Juan A. Sanchez, P.A.

JUAN A. SANCHEZ

JAS/vb  
Encls.

**ARTICLES OF INCORPORATION**

**OF**

**ALHAMBRA GARDENS VII CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)**

**FILED**

**03 NOV 24 PM 6:06**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

The undersigned Subscribers by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to Chapters 617 and 718 of the Florida Statutes and hereby adopt the following Articles of Incorporation:

**ARTICLE I  
NAME**

The name of the corporation shall be ALHAMBRA GARDENS VII CONDOMINIUM ASSOCIATION, INC. (the "Association"), whose present address is 5325 W. 26 Avenue, #4, Hialeah, FL 33016. The address of the Association may be changed by the Board of Directors without amendment to these Articles.

**ARTICLE II  
PURPOSE**

The purpose and objects of the Association shall be to administer, operate and manage the ALHAMBRA GARDENS VII CONDOMINIUM (The "Condominium"), a condominium project to be established in accordance with the Condominium Act of the State of Florida (the "Condominium Act") and to undertake the performance of the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provision, conditions and authorizations contained in these Articles of Incorporation and in the Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Miami-Dade County, Florida, at the time the property referred to in the declaration and the improvements now or hereafter situate thereon are submitted to a plan of condominium ownership, and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

**ARTICLE III  
POWERS**

The powers of the Association shall be governed by the following provisions:

1. Except as may be limited by these Articles of Incorporation, the Declaration and Condominium Act, the Association shall have all of the common law and statutory powers and privileges of a corporation not for profit.
2. The Association shall have all of the powers and duties set forth in the Condominium act and all powers and duties reasonably necessary to

implement and effectuate the purposes of the Association, including, but not limited to, the following:

- a. To make and amend reasonable rules and regulations governing the use of Condominium Units, Common Elements and Limited Common Elements, *if any, in the Condominium, as said terms are defined in the Declaration.*
- b. To levy and collect assessments against the members of the Association to defray the Common Expenses of the Condominium as may be provided in the Declaration and in the Bylaws of the Association which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Condominium Units in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.
- c. To maintain, repair, replace, operate and manage the condominium and the property comprising the same, including the right to (i) enter the Units during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repair necessary to prevent damage to the Common Elements or another Unit or Units; (ii) reconstruct improvements after casualty; and (iii) make further improvement of the Condominium property.
- d. To contract for the management of the Condominium and of any facilities used by the Unit Owners and to delegate to such contractor all duties of the Association, except those which may be required by this Declaration to have approval of the Board of Administration or of the members of the Association.
- e. To enforce the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association, which may hereafter be adopted, and the rules and regulations of the members of the Association.
- f. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon, the Association, pursuant to the Declaration.
- g. To execute contracts, deeds, mortgages, leases and other instruments by its officers, and to acquire, own, convey, lease and encumber real and personal property including, without limitation, Units in the condominium.
- h. To *institute legal proceedings to protect any rights of the Association or the Condominium Unit owners as a group and to settle such suit as it deems is in the best interests of the Association or Condominium Unit Owners without obtaining the approval of the Condominium Unit Owners to such settlement unless such approval is specifically required by the Bylaws.*
- i. To obtain and maintain adequate hazard and liability insurance to protect the Association and the Common Elements.
- j. To employ personnel to perform the services required for proper operation of the Condominium.

- k. To grant, modify or move any easement, which constitutes part of or crosses the Common Elements, without the joinder of any Unit Owner being required for such purpose.
- l. To pay all local taxes that may be assessed by Miami-Dade County against the common areas of the condominium.

#### **ARTICLE IV MEMBERS AND QUORUM**

The qualifications of the members of the Association, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The owners of all Condominium Units in the Condominium shall automatically and mandatorily become members of the Association, and no other persons or entities shall be entitled to membership, except as provided in paragraph 5 of this Article IV.
2. Membership in the Association shall be established by the acquisition of a fee title or fee ownership interest in a Condominium Unit in the Condominium, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to, or his entire fee ownership in, any Condominium Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more Condominium Units, so long as such party shall retain fee title to, or fee ownership interest in, any Condominium Unit.
3. The interest 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 Condominium Unit. The funds and assets of the Association shall be subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein.
4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Condominium Unit in the Condominium. The vote may be exercised or cast by the owner or owners of each Condominium Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any member own more than one Condominium Unit, such member shall be entitled to exercise or cast one vote for each Condominium Unit he owns in the manner provided by the Bylaws.
5. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised of the Subscribers to these Articles of Incorporation, and in the event of the resignation or termination of any Subscriber as a member of the Association, the remaining Subscribers

or in the absence of the President, to any other officer of the Association, who shall call a Special Meeting of the members of the Association for a date no sooner than fifteen (15) days, nor later than forty-five (45) days from the receipt by him of the proposed amendment or amendments.

It shall be the duty of the Secretary to give each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. The notice shall be posted in a conspicuous place on the Condominium property and be mailed or presented personally to each member less than fifteen (15) days, nor more than thirty (30) days, before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the association, whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member.

At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members representing not less than seventy-five (75%) of the Association membership order for such amendment or amendments to become effective. At any meeting held to consider such amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting. However, for the purposes of establishing a quorum at an association meeting only the voting interests present in person or by proxy shall be counted. The written joinder or absentee ballot of a Unit Owner may not be utilized to establish a quorum. If an amendment is approved, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State, State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Miami-Dade County, Florida, within thirty (30) days from the date on which the same are so registered.

Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer (including the right to designate and select Directors as provided in Articles VII hereof) may be adopted or become effective without the prior written consent of the Developer.

No amendment to these Articles of Incorporation shall be adopted which would operate to prejudice or impair the rights or privileges of any institutional first mortgagee as such right and privileges have been established in the Declaration.

## **ARTICLE IX BYLAWS**

The initial Bylaws of the Association are those annexed to the Declaration of Condominium to be made by the Developer of the Condominium, and to be recorded among the Public Records of Miami-Dade County, Florida. Such Bylaws, subject to the provisions herein and therein contained, may be altered, amended or added to in the manner provided by such Bylaws and in accordance with the requirements of Chapters 617 and 718, Florida Statutes.

## **ARTICLE X INDEMNIFICATION**

Every member of the Board of Administration and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon, him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a member of the Board of Administration or an officer of the Association, whether or not he is a member of the Board of Administration or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Administration or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the member of the Board of Administration or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Administration approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such member of the Board of Administration or officer may be entitled.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association on behalf of the director, officer, employee or agent in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Administration in the specific case, upon receipt of an undertaking by or on behalf of said director, officer, 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.

## **ARTICLE XI AMENDMENTS**

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Condominium Units in the Condominium, whether meeting as members, or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Administration or Association

may nominate and designate a successor member. Each of the Subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote. Upon submission of the Condominium to condominium ownership by recordation of the Declaration, the Subscriber's rights and interests as members of the Association shall automatically terminate; and, the Condominium Unit owners within the Condominium, which shall mean in the first instance the Developer as the owner of all Condominium Units, shall be entitled to exercise all of the rights and privileges of membership in the Association.

6. The presence at a meeting of persons entitled to cast 33 1/3% of the votes of the members shall constitute a quorum at a meeting of the members. If a quorum is present, the acts approved by a majority of those present at the meeting and entitled to vote on the subject matter shall constitute the acts of the members.

#### **ARTICLE V TERM**

The Association shall have perpetual existence.

#### **ARTICLE VI MANAGEMENT OF ASSOCIATION AND OFFICERS**

The affairs of the Association shall be managed by its Board of Administration, who may delegate certain or all such duties to the officers of the Association which officers shall include a President, a Vice President, a Secretary and a Treasurer, and such additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration may designate from time to time. The President shall be elected from the membership of the Board of Administration, but no other officer need be a member of the Board of Administration. Any person may hold two offices, the duties of which are not incompatible. The Board of Administration or the President, with the approval of the Board of Administration, may employ a Managing Agent and/or such managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or the Board of Administration or an officer of the Association, as the case may be.

The officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

<u><b>NAME</b></u>	<u><b>OFFICE</b></u>
THOMAS FERRUFINO	PRESIDENT
EDWARD TORRES	VICE PRESIDENT



SILVIO BACA

TREASURER

MARIELA RAMOS

SECRETARY

**ARTICLE VII  
BOARD OF ADMINISTRATION**

The names and post offices addresses of the Board of Administration who, subject to the provisions of these Articles of Incorporation, the Bylaws and the laws of the State of Florida, shall hold office for the first year of the Association's existence or until their successors are elected and have qualified, are as follows:

<b>NAME</b>	<b>ADDRESS</b>
THOMAS FERRUFINO	5325 W. 26 Avenue, #4, Hialeah, FL 33016
EDWARD TORRES	5305 W. 26 Avenue, #8, Hialeah, FL 33016
SILVIO BACA	5305 W. 26 Avenue, #3, Hialeah, FL 33016
MARIELA RAMOS	5305 W. 26 Avenue, #10, Hialeah, FL 33016

The Board of Administration shall manage the affairs of the Association in a manner consistent with the provisions of the Declaration of Condominium, the Bylaws and these Articles of Incorporation.

**ARTICLE VIII  
SUBSCRIBERS**

The names and post office addresses of the Subscribers to these Articles of Incorporation are as follows:

<b>NAME</b>	<b>ADDRESS</b>
THOMAS FERRUFINO	5325 W. 26 Avenue, #4, Hialeah, FL 33016
EDWARD TORRES	5305 W. 26 Avenue, #8, Hialeah, FL 33016
SILVIO BACA	5305 W. 26 Avenue, #3, Hialeah, FL 33016
MARIELA RAMOS	5305 W. 26 Avenue, #10, Hialeah, FL 33016

**ARTICLE XII  
REGISTERED OFFICE AND AGENT**

The initial registered office of this corporation shall be at 10251 Sunset Drive, Suite A-106, Miami, FL 33173, with the privilege of having its office at other places within or without the State of Florida. The initial registered agent at that address shall be JUAN A. SANCHEZ, ESQ.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 31 day of October, 2003.

[Signature]  
[Signature]  
[Signature]  
[Signature]

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

BEFORE ME, the undersigned authority, personally appeared  
TOMAS FERRUFINO, and Silvio Baca  
Edward Torres and Mariela Trimarchi Ramos,  
whom being first duly sworn, acknowledge that they executed the foregoing Articles of  
Incorporation of ALHAMBRA GARDENS VII CONDOMINIUM ASSOCIATION,  
INC., for the purposes therein expressed this 31 day of  
OCTOBER, 2003.

[Signature]  
NOTARY PUBLIC, State of Florida

My Commission Expires:



MIGUEL A. SCHONENBERG  
MY COMMISSION # DD 089166  
EXPIRES: February 19, 2006  
Banded Thru Budget Notary Services

FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of F.S. 607.0501, the undersigned corporation organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent in the State of Florida.

1. The name of the corporation is ALHAMBRA GARDENS VII CONDOMINIUM ASSOCIATION, INC.
2. The name of the registered agent is: Juan A. Sanchez, Esq.
3. The address of the registered agent/registered office is:

10251 Sunset Drive  
Suite A-106  
Miami, FL 33173

Acceptance

Having been named as registered agent and designated to accept service of process for the above corporation, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

  
\_\_\_\_\_  
JUAN A. SANCHEZ, ESQ.

Date: November 19, 2003