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FLORIDA NON-PROFIT CORPORATION

villas del campo community association, inc.

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ARTICLES OF INCORPORATION

OF

VILLAS DEL CAMPO COMMUNITY ASSOCIATION, INC.

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PREAMBLE:

VILLAS DEL CAMPO DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as "Declarant" owns certain Property in Miami-Dade County, Florida. Declarant intends to record a MASTER DECLARATION FOR VILLAS DEL CAMPO (the "Declaration") which will affect the Property. This Association is being formed to administer the Declaration and to perform, among other things, the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Miami-Dade County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the Declaration shall apply to these Articles, and to the By-Laws of the Community Association. Until such time as the Declaration is so recorded, the incorporator shall be the member of the Community Association.

ARTICLE I - NAME AND ADDRESS

The name of the corporation is: VILLAS DEL CAMPO COMMUNITY ASSOCIATION, INC., (hereinafter referred to as the "Community Association". The initial address of the principal office of the Community Association and the initial mailing address of the Community Association is 9200 South Dadeland Boulevard, Suite 600, Miami, Florida 33156.

Docs:\villasdelcampo.masterdeclaration
FRANK J. SEGREDO, ESQUIRE
SEGREDO & WEISZ ATTORNEYS AT LAW
9350 SOUTH DIXIE HIGHWAY, SUITE 1500
MIAMI, FLORIDA 33156

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ARTICLE II - PURPOSE

The purposes for which the Community Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2. To administer, enforce and carry out the terms and provisions of the Declaration, as same may be amended from time to time.

3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting Property to the jurisdiction of, or assigning responsibilities, rights or duties to the Community Association, and accepted by the Board.

4. To promote the health, safety, welfare, comfort, and social and economic welfare of the Owner's and residents of the Subject Property, as authorized by the Declaration by these Articles, and by the By-Laws.

ARTICLE III - POWERS

The Community Association shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida which are not in conflict with the terms of these Articles.

2. All of the powers, express or implied, granted to the Community Association by the Declaration or which are reasonably necessary in order for the Community Association to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration.

3. To make, establish and enforce rules and regulations governing the use and maintenance of the Subject Property.

4. To make and collect Assessments against the Owner's to defray the costs, expenses, reserves and losses incurred or to be incurred by the Community Association and to use the proceeds thereof in the exercise of the Community Association's powers and duties.

5. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and Personal Property.

6. To purchase insurance for the protection of the Community Association, its officers, directors, the Owner's, and such other parties as the Community Association may determine to be in the best interests of the Community Association.

7. To operate, maintain, repair, and improve all Common Areas, and such other portions of the Subject Property as may be determined by the Board from time to time.

8. To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the Subject Property pursuant to the Declaration.

9. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and Personal, related to the health, safety and social welfare of the Owner's and residents of the Subject Property as the Board in its discretion determines necessary or appropriate.

10. To employ Personnel necessary to perform the obligations, services and duties required of or to be performed by the Community Association and/or to contract with others for the performance of such obligations, services and/or duties.

11. To operate and maintain the surface water management and drainage system for the Subject Property as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts, and related appurtenances.

12. To sue and be sued.

ARTICLE IV - MEMBERS

1. MEMBERS.

1.1 Owner's. Each Owner shall be a member of the Community Association. Such memberships shall be initially established upon the recording of these Articles and the Declaration among the public records of the county in which the Subject Property is located. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more Units actually exist upon the Property owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the Property owned in conjunction with such

Unit(s).

1.2 Declarant and Parcel Developers. Declarant and each Parcel Developer shall be a member of the Community Association so long as they own any Property.

2. Transfer of Membership. In the case of an Owner transfer of membership in the Community Association shall be established by the recording in the Public Records of the county in which the Subject Property is located. of a deed or other instrument establishing a transfer of record title to any Property for which membership has already been established as hereinabove provided. the Owner designated by such instrument of conveyance thereby becoming a member, and the prior Owner's membership thereby being terminated. In the event of death of an Owner, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the Community Association shall not be obligated to recognize such a transfer of membership until such time as the Community Association receives a true copy of the deed or other instrument establishing the transfer of Ownership of the Property, and it shall be the responsibility and obligation of the former and new Owner of the Property to provide such true copy of said instrument to the Community Association.

3. The share of an Owner in the funds and assets of the Community Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Property associated with the membership of the Owner nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such Property.

4. Owner's' Voting Rights. The total number of Owners votes

shall be equal to the total number of Units and Planned Units within the Subject Property from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each Unit and Planned Unit.

4.1 Each Owner shall have the number of votes equal to the number of Units and Planned Units within the Property associated with the membership of such Owner at the time of such vote.

4.2 Notwithstanding the foregoing, Declarant shall have three (3) votes for each Unit and each Planned Unit contained within the Property owned by Declarant.

5. The By-Laws shall provide for an annual meeting of the members of the Community Association and may make provision for special meetings of the members.

ARTICLE V - DIRECTORS

1. The affairs of the Community Association shall be managed by a Board consisting of not less than three (3) directors, and which shall always be an odd number. The number of directors shall be determined in accordance with the By-Laws. In the absence of such determination, there shall be three (3) directors so long as Declarant has the right to appoint any director, and thereafter the number of directors shall be equal to the number of Parcels (plus one (1) if there is an even number of Parcels).

2. The directors of the Community Association shall be elected by the Owner's, except that Declarant and the Parcel Developers shall have the right to appoint the directors of the Community Association as follows:

2.1 Declarant shall have the right to appoint all of the directors of the Community Association so long as Declarant owns any Lot or any Property which is planned to contain a Unit.

2.2 Thereafter, so long as there is a Parcel Developer of any Parcel, the Parcel Developer of such Parcel shall have the right to appoint one (1) director for the Parcel, and all other directors including any directors elected "at large" shall be elected by the Owner's within the Parcels for which there is no Parcel Developer.

3. All of the duties and powers of the Community Association existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Owner's only when specifically required.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws, however, any director appointed by Declarant or any Parcel Developer may only be removed by Declarant or the Parcel Developer so long as Declarant or the Parcel Developer has the right to appoint the director, and any vacancy on the Board shall be appointed by Declarant or a Parcel Developer if, at the time such vacancy is to be filled, the number of remaining directors appointed by Declarant or the Parcel Developer is less than the maximum number of directors which may, at that time, be appointed by Declarant or the Parcel Developer as set forth above.

5. The names and addresses of the directors who shall hold office until their successors are elected or appointed, or until

removed, are as follows:

ZOE A. TORRES
9200 South Dadeland Boulevard,
Suite 600
Miami, Florida 33156

RODOLFO F. SORI
9200 South Dadeland Boulevard,
Suite 600
Miami, Florida 33156

MIGUEL CORONA
9200 South Dadeland Boulevard,
Suite 600
Miami, Florida 33156

ARTICLE VI - OFFICERS

The officers of the Community Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the By-Laws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

<u>NAME</u>	<u>OFFICE</u>
ZOE A. TORRES	PRESIDENT
RODOLFO F. SORI	VICE-PRESIDENT
RODOLFO F. SORI	SECRETARY
MIGUEL CORONA	TREASURER

ARTICLE VII - INDEMNIFICATION

1. The Community 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/she is or was a director, employee, officer or agent of the Community Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Community Association, and with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe his/her conduct was unlawful, except, that no indemnification shall be made in respect to any claim, issue or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his/her duty to the Community 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 the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Community Association, and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Community Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the Community Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances he/she has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by a majority vote of the Owner's.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Community Association

in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Community Association as authorized in this Article.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Owner's or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a Person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

6. The Community Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Community Association, or is or was serving at the request of the Community Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, as arising out of his status as such, whether or not the Community Association would have the power to indemnify him/her against such liability under the provisions of this Article.

ARTICLE VIII - BY-LAWS

The first By-Laws shall be adopted by the Board, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX - AMENDMENTS

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

1. A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Owner's, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Owner entitled to vote thereon within the time and in the manner provided in the By-Laws for the giving of notice of a meeting of the Owner's. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the Owner's entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote or a majority of the votes of the entire membership of the Community Association.

4. Any number of amendments may be submitted to the Owner's and voted upon by them at anyone meeting.

5. In addition to the above, so long as Declarant appoints a majority of the directors of the Community Association, Declarant shall be entitled to unilaterally amend these Articles and the By-Laws. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

6. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Subject Property is located.

7. If any mortgage encumbering any Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then the following action made by Declarant, or made by the Owner's, prior to the completion of seventy-five (75%) percent of all of the Units which may be built within the Subject Property, must be approved by either such agency; any annexation of additional properties; any merger, consolidation, or dissolution of the Community Association; any mortgaging of any Common Area; and any amendment to these Articles or the By-Laws, if such amendment materially and adversely affects the Owner's or materially and adversely affects the general scheme of development created by the Declaration, provided however such approval shall specifically not be required where the amendment is made to correct errors or omissions, or is required to comply with the requirements of any Institutional Lender or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to

Declarant or to the Community Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Declarant or the Community Association that the approval was given or deemed given.

ARTICLE X - TERM

The Community Association shall have perpetual existence.

ARTICLE XI - INCORPORATOR

The names and street addresses of the incorporators are:

ZOE A. TORRES
9200 South Dadeland Boulevard,
Suite 600
Miami, Florida 33156

RODOLFO F. SORI
9200 South Dadeland Boulevard,
Suite 600
Miami, Florida 33156

MIGUEL CORONA
9200 South Dadeland Boulevard,
Suite 600
Miami, Florida 33156

ARTICLE XII - INITIAL REGISTERED AGENT

The name and address of the initial registered agent of the Community Association shall be as follows:

FRANK J. SEGREDO, ESQUIRE
9350 South Dixie Highway,
Suite 1500
Miami, Florida 33156

ARTICLE XIII - DISSOLUTION

The Community Association may be dissolved as provided by law, provided that any such dissolution shall require the affirmative vote of 80% of all of the Owner's, and shall also require the consent of the South Florida Water Management District or any governmental authorities. In the event of dissolution or final liquidation of the Community Association, the assets, both real and Personal of the Community Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Community Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Community Association. No such disposition of Community Association properties shall be effective to divest or diminish any right or title of any Owner vested under the Declaration unless made in accordance with the provisions of such Declaration.

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THE UNDERSIGNED, Incorporators and Directors of VILLAS DEL CAMPO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, have executed these Articles of Incorporation on this _____ day of October, 2002.

VILLAS DEL CAMPO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
Incorporator, Director

By: [Signature]
Incorporator, Director

By: [Signature]
Incorporator, Director

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

THE UNDERSIGNED, hereby agrees to accept the appointment of registered agent of VILLAS DEL CAMPO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, and states that the undersigned is familiar with, and accepts, the obligations of that position.

[Signature]
FRANK J. SEGREDO, ESQUIRE

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