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FLORIDA NON-PROFIT CORPORATION

whistling pines creek homeowners association, inc.

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ARTICLES OF INCORPORATION

OF

WHISTLING PINES CREEK HOMEOWNERS ASSOCIATION, INC.

The undersigned, for the purpose of forming a not-for-profit corporation under the Florida General Corporation Act, adopts the following Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation is WHISTLING PINES CREEK HOMEOWNERS ASSOCIATION, INC.

**ARTICLE II
ADDRESS OF PRINCIPAL OFFICE/MAILING ADDRESS OF CORPORATION**

The address of the principal office of the corporation and mailing address is 13150 Biscayne Bay Terrace, North Miami, FL 33181

**ARTICLE III
PURPOSE**

The purpose for which the Association is organized is to provide an entity for administering a portion of residential real estate within the project known as Whistling Pines Creek Subdivision.

**ARTICLE IV
MEMBERS**

1. The Members of the Association ("Members") of the Association consist of the Declarant and all the owners of lots in the project, from time to time, as further described in the Declaration.
2. Each Members' share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the lot for which that share is held.
3. VOTING. On all matters upon which the Membership will be entitled to vote, there shall be only one (1) vote for each lot, which vote shall be exercised or cast in the manner provided by the Declaration of Covenants, Conditions and Restrictions ("Declaration"), and By-Laws; provided however, the Declarant shall also have additional votes in accordance with a Class "B" membership as provided in the Declaration. Any person or entity owning more than one (1) lot shall be entitled to one vote for each lot owned.
4. MEETINGS. The By-Laws 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 V
BOARD OF DIRECTORS
MANNER OF ELECTION**

1. NUMBER AND QUALIFICATIONS. The property, business and affairs of the Association shall be managed by the Board of Directors ("Board") consisting of the number of Board Members determined in the manner provided by the By-Laws, which shall consist of not less than three (3) nor more than five (5) Board Members. The Members of the Board of Directors may not be Members of the Association or owners of lots in the project.

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2. **DUTIES AND POWERS.** All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by owners of lots when such approval is specifically required and except as proved in the Declaration.
3. **ELECTION:** Board Members of the Association shall be elected at the Annual Meeting of the Members in a manner determined by and subject to qualifications as set forth in the By-Laws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.
4. **FIRST DIRECTORS.** Names of Members of the first Board who shall hold office until their successors are elected and qualified as provided by the By-Laws, or as follows:
 - A. ROLANDO GAMBOA - 13150 Biscayne Bay Terrace. North Miami, FL 33181
 - B. AILON GAMBOA - 13150 Biscayne Bay Terrace. North Miami, FL 33181
 - C. RICHARD A. GOLDEN, ESQ. - 12000 Biscayne Blvd., Suite 500, North Miami, FL 33181

ARTICLE VI POWERS

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

1. **General -** The Association shall have all the common law and statutory powers of a corporation, not-for-profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration of Covenants, Conditions and Restrictions for Whistling Pines Creek or By-Laws hereto.
2. The Association shall have all the Powers reasonably necessary to operate and manage the project pursuant to the Declaration, and as more particularly described in the By-Laws and these Articles, as they may be amended from time-to-time, including but not limited to the following.
 - A. To make and collect assessments and other charges from and against "Members" of the Association (as hereinafter described) as Owners ("Owners") of lots, and to use the proceeds thereof in exercise of its powers and duties.
 - B. To maintain, repair, replace, reconstruct, add to and operate the project and other property acquired, or leased by the Association, and in particular water and sewer system and pump station, as required by Miami-Dade County, Florida.
 - C. To purchase insurance upon the common property (as defined in the Declaration) and insurance for the protection of the Association, its Offices, Board of Directors and Owners.
 - D. To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the project for the health, comfort, safety and welfare of the Owners.
 - E. To enforce, by legal means, the provisions of the Declaration, these Articles, the By-Laws and the Rules and Regulations for use of the project, subject, however, to the limitations regarding assessing lots owned by Declarant (as defined in the Declaration) for fees and expenses relating in any way to claims or potential claims against Declarant as set forth in the Declaration and/or By-Laws.
 - F. To contract for the management and maintenance of the project and authorize a management agent (who/which may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common properties and compliance with any requirements of Miami-Dade County with respect to water and sewer system and pump station within the subdivision

with funds as shall be made available by the Association for such purposes.

- G. To employ personnel to perform the services required for the proper operation of the project as defined within the Declaration and these Articles.

ARTICLE VII INDEMNIFICATION

1. **INDEMNITY.** The Association shall indemnify any Board Member, officer or their agents, who was or is a party, or is threatened to be made a party to a threatened, pending and contemplated suit, action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such party is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney and all costs associated therewith) judgments, fines and amounts paid in settlement actually and reasonably incurred with such party in connection with such suit, action or proceeding.
2. **EXPENSES.** To the extent that a Member of the Board, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any act, suit, action or procedure referred to in Paragraph 1 of this Article, above, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses, including attorney's fees (including attorney's fees and appellate attorney and all costs associated therewith) judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection therewith. Such expenses in defending a civil or criminal action, suit or proceeding, shall be paid by the Association in advance of the final disposition of such suit, action or proceeding upon receipt of an undertaking by or on behalf of the affected Member of the Board, officer, employee or agent, to repay such amount.
3. **MISCELLANEOUS.** Indemnification provided by this Article shall not be exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, Agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Board Member, officer, employee or agent shall enure to the benefit of the heirs and personal representative of such person.
4. **INSURANCE.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a Board Member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity or arising out of such person's as such, whether or not the Association would have the power to indemnify said person against such liability under the provisions of this Article.
5. **AMENDMENT.** Anything to the contrary herein, notwithstanding the provisions of this Article, may not be amended without the approval, in writing, of all persons whose interest would be adversely affected by such amendment.

ARTICLE VIII AMENDMENTS

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

1. **NOTICE.** Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting at which the proposed Amendment is to be considered.
2. **ADOPTION.** A Resolution for the adoption of a proposed Amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Members of the Board and Members not present in person, or by proxy, at the Meeting, considering the Amendment, may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the Meeting. The approvals must be: (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a Meeting at which a quorum thereof has been attained and by not less than sixty-six & two-thirds (66 2/3%) percent of the entire Board; or (b) after control of the Association is turned over to the owners of lots

other than the Declarant, by not less than sixty-seven (67%) percent of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or (c) after control of the Association is turned over to owners of lots other than the Declarant, but not less than seventy-five (75%) percent of the entire Board; or (d) before control of the Association is turned over to the owners of lots other than the Declarant, by not less than sixty-six & two-thirds (66 2/3%) percent of the entire Board.

3. **LIMITATION.** No Amendment may make changes in the qualifications for Membership nor in the voting rights or property rights of Members, nor in any changes pertaining to the powers enumerated above, without the approval, in writing, of all members and the joinder of all Mortgagees. No Amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any Amendment make any changes which would, in any way, affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, unless Declarant shall join in the execution of the Amendment. No Amendment to this Article/Section shall be effective.
4. **DECLARANT.** Declarant has the absolute right, without the joinder of the Association or any other party, to amend these Articles (consistent with the provisions of the Declaration allowing certain Amendments to be effective by the Declarant alone) without any consent of Members.

ARTICLE IX
STREET ADDRESS OF INITIAL REGISTERED OFFICE
AND NAME OF INITIAL REGISTERED AGENT

The Street address of the initial registered office of the corporation is 12000 Biscayne Boulevard, Suite 500, North Miami, Florida 33181. The name of the initial registered agent at that office is Richard A. Golden.

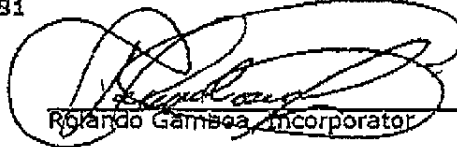
ARTICLE X
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is Rolando Gamboa, 13150 Biscayne Bay Terrace, North Miami, FL 33181

ARTICLE IX
NAME OF DIRECTOR/OFFICER

The initial Officer/Director/President/Treasurer of the corporation shall be Rolando Gamboa, 13150 Biscayne Bay Terrace, North Miami, FL 33181.

The initial Secretary of the corporation shall be Richard A. Golden, 12000 Biscayne Blvd., Suite 500, North Miami, FL 33181


Rolando Gamboa, Incorporator

12/14/04
Date

Handwritten text: H U Y U U U U U U U U U

Having been designated as the registered agent for the corporation at the place designated in the foregoing Articles of Incorporation, I declare that I am familiar with and accept the obligations of that position, and hereby accept same and agree to act in that capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

14 December 2004
Date

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