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TALLAHASSEE, FLORIDA

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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**SIX STREET GARDEN CONDOMINIUM ASSOCIATION, INC.**

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of the Association, and all of the powers granted to it in the Declaration after the Declaration is recorded among the Public Records of Dade County, Florida. Without limiting the generality of the foregoing, the Association shall have power:

(a) To make and collect assessments, fees and other charges against members, as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties;

(b) To acquire (by gift, purchase or otherwise), own, hold, operate, lease, sell, rent, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium;

(c) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the condominium property, and for the health, comfort, safety and welfare of the Unit Owners;

(d) To approve or disapprove the transfer, mortgaging, ownership and possession of the Units as may be provided by the Declaration;

(e) To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the declaration to have approval of the Board of Directors or the Unit Owners as members of the Association;

(f) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association for use by the Unit Owners;

(g) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and members as Unit Owners;

(h) To employ personnel to perform the service required for the proper operation of the Condominium;

(i) To borrow money and mortgage, pledge or hypothecate any or all of the Common Elements as security for money borrowed or debts incurred; and

(j) To participate in mergers and consolidations with other not for profit corporations organized for the same purposes.

3. 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 Declaration, these Articles and the Bylaws.

4. The Association shall make no distribution of income to its members, directors or

officers, except that it may pay reasonable salaries or compensation to such of its officers as it deems proper from time to time.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act.

#### ARTICLE IV-MEMBERS

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

1. All Unit Owners shall be members of the Association.

2. Membership in the Association shall be established by recording in the Public Records of Dade County, Florida, an instrument or deed establishing a fee simple interest in a Condominium Parcel or evidencing a change of record title to a Condominium Parcel in the Condominium and the notification in writing to the Association of the recording information. The new record owner designated by such instrument thereby becomes a member of the Association if his purchase was in compliance with the Declaration of Condominium. The membership of the prior owner shall thereby terminate. The Developer, to the extent of its ownership of Condominium Parcels comprising the Condominium, is a member of the Association, holding memberships equal to the number of unsold parcels it holds in the Condominium.

3. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual Unit.

4. Members of the Association shall be entitled to one (1) vote for each Condominium Unit owned by such member. If the Unit is jointly owned by two or more persons (or by a corporation), the joint owners or the corporation, as the case may be, shall designate one person who shall exercise the right to vote permitted for each Unit so owned in the manner as provided in the Bylaws. Voting rights will be exercised in the manner provided by the Bylaws of the Association.

5. The Bylaws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

#### ARTICLE V- BOARD OF ADMINISTRATION

1. The property, business and affairs of the Association shall be managed by a Board consisting of the number of administrators or directors determined by the Bylaws, but which shall consist of not less than three (3) in number. Administrators need not be members of the Association or owners of Units in the condominium.

2. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Administration, its agents, contractors or employees, subject only to approval by Unit Owners, Institutional Mortgagees or the Developer when such approval is specifically required.

3. The members of the Board of Administration shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Administrators may be removed and vacancies in the Board shall be filled in the manner provided by the Bylaws.

4. The Developer of the Condominium shall appoint the members of the first Board of Directors who shall hold office for the period described in the Bylaws.

5. The names and addresses of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ROGER GONZALEZ	7700 N. Kendall Drive, Suite 507 Miami, Florida 33156
OLGA GONZALEZ	7700 N. Kendall Drive, Suite 507 Miami, Florida 33156
JERRY GREEN	7700 N. Kendall Drive, Suite 507 Miami, Florida 33156

#### ARTICLE VI-OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Administration of the Association at the first meeting following the annual meeting of the members of the association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ROGER GONZALEZ, President and Treasurer	7700 N. Kendall Drive, Suite 507 Miami, Florida 33156
OLGA GONZALEZ, Vice President and Secretary	7700 N. Kendall Drive, Suite 507 Miami, Florida 33156

## ARTICLE VII- INDEMNIFICATION

1. The 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 or she is or was an administrator, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, 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, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the 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 of the circumstances of the case, such person is fairly and reasonably entitled to indemnification 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, of itself, create 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, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

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

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

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

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 any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a

administrator, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

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

#### ARTICLE VIII-BYLAWS

The first Bylaws of the Association shall be those Bylaws appended to the Declaration of Condominium and may be altered, amended or rescinded in the manner provided by said Bylaws.

#### ARTICLE IX-AMENDMENTS

1. For so long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

- (a) Assessment of the Developer as a Unit Owner for capital improvements; and
- (b) Any action by the Association that would be detrimental to the sales of Units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

2. Subject to Section 1 of this Article, these Articles of Incorporation may also be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in a notice of any regular and special meeting at which such proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either a majority of the Board or by one-third (1/3rd) of the Membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval by the other body. Such approval must be by an affirmative vote of a majority of the votes of the members of the Association; and such approval must be by an affirmative vote of two-thirds (2/3rds) of the members of the Board.

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 3, 4, and 5 of Article III, entitled "Powers" without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or Bylaws, 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 Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment.

#### ARTICLE X-TERM

The term of the Association shall be the life of the Condominium, unless the Association is terminated sooner by the action of no less than seventy-five (75%) percent of its voting members. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation,

the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which the Association was created. In the event that such dedication shall be refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE XI-SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
ROGER GONZALEZ	7700 N. Kendall Drive, Suite 507 Miami, Florida 33156
OLGA GONZALEZ	7700 N. Kendall Drive, Suite 507 Miami, Florida 33156
JERRY GREEN	7700 N. Kendall Drive, Suite 507 Miami, Florida 33156

#### ARTICLE XII-RESIDENT AGENT

The Resident Agent of the Association for purposes of accepting service of process shall be Jerry Green, Esquire having offices at 7700 North Kendall Drive, Suite 507, Miami, Florida 33156.

IN WITNESS WHEREOF, these Articles of Incorporation have been executed this 20  
day of September, 2006.

  
\_\_\_\_\_  
ROGER GONZALEZ

  
\_\_\_\_\_  
OLGA GONZALEZ

  
\_\_\_\_\_  
JERRY GREEN

#### **CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA, NAMING AGENT UPON WHOM SERVICE OF PROCESS MAY BE SERVED**

SIX STREET GARDEN CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 7700 N. Kendall Drive, Suite 507, Miami, Florida 33156 has named Jerry Green, Esquire, located at 7700 N. Kendall Drive, Suite 507, Miami, Florida, as its agent to accept Service of Process within the State of Florida.

Dated: 9/20/06

  
\_\_\_\_\_  
ROGER GONZALEZ

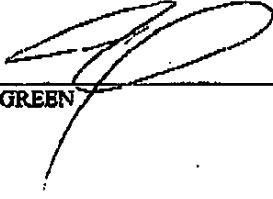
  
\_\_\_\_\_  
OLGA GONZALEZ

  
\_\_\_\_\_  
JERRY GREEN



HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE  
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I  
HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY  
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND  
COMPLETE PERFORMANCE OF MY DUTIES.

Dated: 9/20/2006

  
JERRY GREEN

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

TOTAL P.10

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EXHIBIT "A"

Lots 22, 23, and 24 of Crooks Subdivision, according to the Plat thereof, as recorded in Plat Book 6, at Page 49, of the Public Records of Miami-Dade County, Florida.

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