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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**RANCHOS DEL SOL HOMEOWNERS ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION**

**FOR**

**RANCHOS DEL SOL**

**HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**Article 1.  
NAME**

The name of the corporation shall be RANCHOS DEL SOL HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "Bylaws" and the Rules and Regulations of the Association as the "Rules and Regulations".

**Article 2.  
OFFICE**

The principal office and mailing address of the Association shall be at 21531 SW 129<sup>th</sup> Court, Miami, FL 33177, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by law.

**Article 3.  
PURPOSE**

The purpose for which the Association is organized is to provide an entity for the operation of that certain residential community located in Miami-Dade County, Florida, and known as RANCHOS DEL SOL.

**Article 4.  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for Ranchos Del Sol to be recorded in the Public Records of Miami-Dade County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**Article 5.  
POWERS**

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

5.1 **General.** The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration or the Bylaws, 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 against Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
- (c) To maintain, by virtue of a Management Agreement, through independent contractors and its own personnel, the Homeowner Property.

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(d) To make, amend and enforce reasonable rules and regulations for the maintenance, conservation and use of the Homeowner Property and for the health, comfort, safety and welfare of the Owners.

(e) To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Homeowner Property, subject, however, to the limitation regarding assessing Lots owned by the Declarant for fees and expenses relating in any way to claims or potential claims against the Declarant as set forth in the Declaration and/or Bylaws.

5.2 **Association Property.** All funds and the title to 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.

5.3 **Distribution of Income; Dissolution.** The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 720, Florida Statutes) (the "Act").

5.4 **Limitation.** 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 Rules and Regulations, provided that in the event of conflict, the provisions of the Declaration shall control.

#### Article 6.

#### MEMBERS

6.1 **Membership.** The members of the Association shall consist of all of the record title Lot Owners from time to time, and after termination of the Association, shall also consist of those who were members at the time of such termination, and their successors and assigns.

6.2 **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 Lot for which that share is held.

6.3 **Voting.** On all matters upon which the membership shall be entitled to vote, Lot Owners shall be entitled to cast one (1) vote of each Lot owned. Prior to the termination of the Class B Control Period, as set forth in the Declaration, the Declarant shall be entitled to cast one hundred (100) votes for each Lot owned. All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Lot shall be entitled to cast the aggregate number of votes attributable to all Lots owned.

6.4 **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.

#### Article 7.

#### TERM OF EXISTENCE

The Association shall have perpetual existence.

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**Article 8.  
INCORPORATOR**

The name and address of the incorporator of this Corporation is:

<b>NAME</b>	<b>ADDRESS</b>
Ignacio J. Abascal	Ignacio J. Abascal 21531 SW 129 <sup>th</sup> Court Miami, Florida 33177

**Article 9.  
DIRECTORS**

9.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than two (2) directors. Directors need not be members of the Association.

9.2 **Duties and Powers.** 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 Directors, its agents, contractors or employees, subject only to approval by Lot Owners when such approval is specifically required.

9.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.4 **Term of Declarant's Directors.** The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

9.5 **First Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<b>NAME</b>	<b>ADDRESS</b>
Ignacio J. Abascal	Ignacio J. Abascal 21531 SW 129 <sup>th</sup> Court Miami, Florida 33177
Julio C. Perez	Julio C. Perez 21531 SW 129 <sup>th</sup> Court Miami, Florida 33177.

9.6 **Standards.** A director shall discharge his duties as a director, including any duties as a member of a Committee, in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within such person's professional or expert competence; or a Committee of which the director

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is not a member if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

**Article 10.  
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 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 and qualifications 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:

President & Treasurer: Ignacio J. Abascal	Ignacio J. Abascal 21531 SW 129th Court Miami, Florida 33177
Vice President and Secretary: Julio C. Perez	Julio C. Perez 21531 SW 129th Court Miami, Florida 33177

**Article 11.  
INDEMNIFICATION**

11.1 **Indemnifiers.** The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or on behalf of, the Association) by reason of the fact that he is or was a director, officer, committee member, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, 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. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of guilt or its equivalent shall not, of itself, create a 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 or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 **Indemnification.** The Association shall indemnify any person who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, committee member, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association.

11.3 **Indemnification for Expenses.** To the extent that a director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

11.4 **Determination of Applicability.** Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, committee member, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:

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(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding; or

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding; or

(c) By independent legal counsel:

1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or

2. If a quorum of the directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which directors who are parties may participate); or

(d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

**11.5 Determination Regarding Expenses.** Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

**11.6 Advancing Expenses.** Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of that final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount that is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

**11.7 Exclusivity; Exclusions.** The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses to any of its directors, officers, committee members, employees, or agents, under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) A transaction from which the director, officer, committee member, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

**11.8 Continuing Effect.** Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, committee member, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

**11.9 Application to Court.** Notwithstanding the failure of the Association to provide

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indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, committee member, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, committee member, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, committee member, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or

(c) The director, officer, committee member, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

**11.10 Definitions.** For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, committee member, employee or agent of the Association that imposes duties on such persons.

**11.11 Amendment.** Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

#### Article 12.

##### BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

#### Article 13.

##### AMENDMENTS

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

**13.1 Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner

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provided in Chapter 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be effected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 720, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Declarant Amendments. To the extent lawful, the Declarant may amend these Articles in accordance with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

13.4 Envision. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant and/or Institutional First Mortgagees, unless the Declarant and/or the Institutional First Mortgagees, as applicable, join in any such amendment. No amendment shall be made that is in conflict with the Bylaws or the Declaration. No amendment to this Section 13.4 shall be valid.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Miami-Dade County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

Article 14.

**INITIAL REGISTERED OFFICE;  
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 21531 SW 129th Court, Miami, Florida 33177, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be c/o Bayound Development Corp.

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

In compliance with the laws of Florida, the following is submitted:

First — That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Miami-Dade, State of Florida, the Association named in the said articles has named Bayround Development Corp., located at 21531 SW 129th Court, Miami, Florida 33177, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Bayround Development Corp.,  
a Florida corporation, Registered Agent

  
\_\_\_\_\_  
Ignacio J. Abisuel, President

DATED this 26th day of Sept., 2006.

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