

N06000011336

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

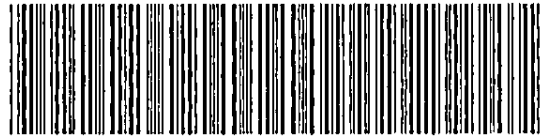
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700345606917

06/04/20--01020--007 **43.75

RECEIVED
2020 JUN -4 PM 2:15

2020 JUN -8 AM 7:34

O SIMMONS

JUN 09 2020

N06000011336

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

FORMAN PROSPECT GARDENS

HOMEOWNERS ASSOCIATION, INC.

Signature _____

Requested by: Seth

06/08/20

Name _____

Date _____

Time _____

Valk-In _____

Will Pick Up _____

© Ponder's Printing • Tallahassee, FL 32301

____ Art of Inc. File _____
____ LTD Partnership File _____
____ Foreign Corp. File _____
____ L.C. File _____
____ Fictitious Name File _____
____ Trade/Service Mark _____
____ Merger File _____
____ Art. of Amend. File _____
____ RA Resignation _____
____ Dissolution / Withdrawal _____
____ Annual Report / Reinstatement _____
____ ✓ Cert. Copy _____
____ Photo Copy _____
____ Certificate of Good Standing _____
____ Certificate of Status _____
____ Certificate of Fictitious Name _____
____ Corp Record Search _____
____ Officer Search _____
____ Fictitious Search _____
____ Fictitious Owner Search _____
____ Vehicle Search _____
____ Driving Record _____
____ UCC 1 or 3 File _____
____ UCC 11 Search _____
____ UCC 11 Retrieval _____
____ Courier _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

2020 JUN -8 PM 1:49

June 5, 2020

CAPITAL CONNECTION INC

SUBJECT: FORMAN PROSPECT GARDENS HOMEOWNERS ASSOCIATION,
INC.
Ref. Number: N06000011336

We have received your document for FORMAN PROSPECT GARDENS HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please list the company name as it shows on our records now under the title Amended/Restated Articles. Please enter the new name only on line 1. you may use our form enclosed as a guide.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Octavia L Simmons
Regulatory Specialist II Supervisor

Letter Number: 520A00011103

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FORMAN PROSPECT GARDENS HOMEOWNERS ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

2020 JUL -8 AM 7:35

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, and to amend and restate the original Articles of Incorporation filed for this entity, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation shall hereafter be OAK PARC VILLAS HOMEOWNERS ASSOCIATION, INC. ("Association").
2. Principal Office. The principal office of Association is 7195 E Lago Drive, Coral Gables, FL 33143.
3. Registered Office - Registered Agent. The street address of the Registered Office of Association is located at 7195 E Lago Drive, Coral Gables, FL 33143. The name of the Registered Agent of Association is Paul Tessy
4. Definitions. The Amended and Restated Amended and Restated Declaration of Covenants, Restrictions, Conditions and Easements of Oak Parc Villas (the "Declaration") will be recorded in the Public Records of Broward County, Florida, to replace and supplant the Declaration for Forman Prospect Gardens recorded in the Official Records of Broward county, Florida at Official Records Book 43227, Page 22, et seq. and shall govern all of the operations of a community to be known as Oak Parc Villas. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners
6. Not-for-Profit. Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided
 - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Oak Parc Villas
 - 7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and the Amended and Restated By-Laws.
 - 7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.
 - 7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.
 - 7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred
 - 7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Oak Parc Villas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.
 - 7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

2020 JUL 1 - 8 AM 7:35

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Oak Parc Villas, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized, including but not limited to the creation and enforcement of liens and fines.

7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11 To employ personnel and retain independent contractors to contract for management of Association, Oak Parc Villas, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12 To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Oak Parc Villas as provided in the Declaration, such as, but not limited to, telecommunications or data transmission services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

Name:

Address:

157 Cedar Street, Lexington, MA 02421

Leigh Terry

Paul Terry

7195 B Lago Drive, Coral Gables, 33143

Barbara Craden

7195 B Lago Drive, Coral Gables, 33143

10. Dissolution. In the event of the dissolution of Association other than merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provision as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. Association shall have perpetual existence.

12. Amendments.

12.1 Restrictive Restriction on Amendment. No provision here or other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any

2020 JUN -8 AM 7:35

governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the Amended and Restated By-Laws.

14. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

<u>Title:</u>	<u>Name and Address:</u>
President	Paul Teszy 7165 E Lago Drive, Coral Gables, 33143 -----
Vice-President/Secretary	Leah Teszy 157 Cedar Street, Lexington, MA, 02421 -----
Treasurer	Leah Teszy 157 Cedar Street, Lexington, MA, 02421 ----- -----

14.1 The amendment was adopted by the developer controlled board of directors. There are no members entitled to vote on the amended and restated article(s).

2020 JUN -8 AM 7:35

15. Indemnification of Officers and Directors

15.1 Liability of Board Members Subject to the limitations herein, no Board member or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties.

15.2 Indemnification Subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Amended and Restated Articles of Incorporation as of this 2nd day of APRIL, 2020.

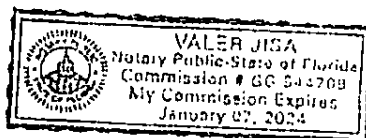
Oak Parc Villas Homeowners Association, Inc.

by: [Signature]
Print Name: Paul Terry
Title: President

STATE OF FLORIDA

COUNTY OF Sumter

The foregoing instrument was acknowledged before me (X) in person () by online notarization, on this 2nd day of April, 2020, by Paul Terry as President of Oak Parc Villas Homeowners Association, Inc., on behalf of the corporation, who () is personally known to me () I provide _____ as identification.

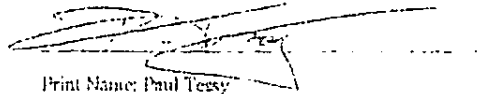


Notary Public
Print Name: Valer Jisa

2020 JUL -8 AM 7:35

BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.



Print Name: Paul Teszy