

N 140000 10342

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

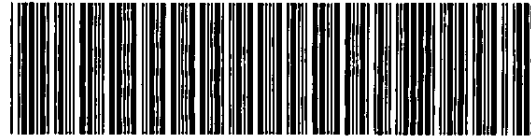
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800266169068

11/06/14--01020--008 **70.00

FILED
14 NOV - 6 PM 4:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

11/10/14

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Pines Crossings Association, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Matt E. Bales, Jr., Esq./Bales & Bales, P.A.
Name (Printed or typed)

4000 Ponce de Leon Blvd., Suite 470
Address

Coral Gables, FL 33146
City, State & Zip

(305) 777-0411
Daytime Telephone number

JWebley@ima-re.com
E-mail address: (to be used for future annual report notification)

FILED
14 NOV -6 PM 4:04
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE

NOTE: Please provide the original and one copy of the articles.

FILED

14 NOV -6 PM 4: 04

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
FOR
PINES CROSSINGS 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 PINES CROSSINGS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

ARTICLE 2
OFFICE

The principal office and mailing address of the Association shall be Pines Crossings Association, Inc., c/o Investment Management Associates, Inc., 1575 San Ignacio Avenue, Suite 400, Coral Gables, Florida 33146 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 the Act.

ARTICLE 3
PURPOSE

The objects and purposes of the Association are those objects and purposes as are authorized by the Site Maintenance Agreement recorded (or to be recorded) in the Public Records of Broward County, Florida, as hereafter amended and/or supplemented from time to time (the "Agreement"). All of the definitions set forth in the Agreement are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Site and to maintain, repair and replace the Common Management Area thereof for the benefit of the Owners who become Members.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association may inure to the benefit of any individual Member or any other person. The Association may however, reimburse its Members for the actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code or other applicable provisions of the Code and federal and state law.

ARTICLE 4
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Agreement which are incorporated herein, 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 (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Agreement or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Site pursuant to the Agreement and as more particularly described in 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 Members as Owners (whether or not such sums are due and payable to the Association), 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 Site in accordance with the provisions of the Agreement; provided however, the Common Management Area may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Management Area, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Management Area and insurance for the protection of the Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Site; provided however, all proposed rules and regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Association.

(f) To enforce by legal means the provisions of the Agreement, these Articles, the Bylaws, the rules and regulations for the use of the Common Management Area and applicable law.

(g) To contract for the management and maintenance of the Common Management Area and to authorize a management agent (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 Management Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Management Area.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Parcel, and each Mortgagee of an Owner, by acceptance of a lien on said Parcel, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the requirements of the South Florida Water Management District permit number 06-04731-P and applicable South Florida Water Management District rules, and to assist in the enforcement of the terms and conditions of the Agreement which relate to the Stormwater Management District.

(k) The Association shall levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the Stormwater Management System.

(l) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi-governmental entities to provide services to or for the Association or the Members.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Agreement, Articles or Bylaws, provided however, the Board of Directors may not act on behalf of the Association to amend the Agreement or terminate the Association or the Agreement. The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members who are present at a duly constituted meeting at which a quorum is present in person or by proxy.

5.4 Site of the Association. 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 Agreement, these Articles and the Bylaws.

5.5 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 617, Florida Statutes).

5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Agreement, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Agreement and Bylaws.

ARTICLE 6 MEMBERS

6.1 Membership. The Members of the Association shall consist of the record title owners of Parcels 1, 2, 3 and 4 within the Site from time to time, which membership shall be appurtenant to and inseparable from ownership of the Parcel.

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 Parcel, for which that share is held.

6.3 Voting. Each Parcel shall be entitled to one (1) vote. The Owner of a Parcel may delegate its vote to the prime lessee of its Parcel.

6.4 Election of Board of Directors. The Directors will be elected in accordance with Article 4 of the Bylaws.

6.5 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 INCORPORATOR

The name and address of the Incorporator of this Association is:

NAME

ADDRESS

Ralph Sheppard

1575 San Ignacio Ave
Suite 400
Coral Gables, Florida 33146

ARTICLE 8 TERMS OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may only be terminated by the approval of the Members holding two thirds (2/3) of the votes, voting in person or by proxy at duly called meeting at which a quorum is present or by the approval of members holding two thirds (2/3) of all the votes; provided however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42. 027, Florida Administrative Code, and be approved by the SFWMD prior to such termination, dissolution or liquidation.

ARTICLE 9 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:

Ralph Sheppard

President:

1575 San Ignacio Ave
Suite 400

Coral Gables, Florida 33146

Ralph Sheppard

Vice President:

1575 San Ignacio Ave
Suite 400
Coral Gables, Florida 33146

Dan Baumgard

Secretary/Treasurer:

1575 San Ignacio Ave
Suite 400
Coral Gables, Florida 33146

ARTICLE 10 DIRECTORS

10.1 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 three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Agreement, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 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:

NAME

ADDRESS

Ralph Sheppard

1575 San Ignacio Ave
Suite 400
Coral Gables, Florida 33146

Dan Baumgard

1575 San Ignacio Ave
Suite 400
Coral Gables, Florida 33146

Jacqueline Webley

1575 San Ignacio Ave
Suite 400
Coral Gables, Florida 33146

10.5 Standards. A Director shall discharge his duties as a director, 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 the persons' professional or expert competence. 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 11 INDEMNIFICATION PROVISIONS

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

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 Agreement.

ARTICLE 13 AMENDMENTS

Until turnover of control of the Association to the Owners of the Parcels pursuant to state law ("Turnover"), Declarant reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of seventy-five percent (75%) of the Parcels, or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Agreement. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Agreement. Any amendments to these Articles which affect the rights of the SFWMD, shall be subject to the approval of the SFWMD. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of Broward County.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

ARTICLE 14
INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

Matt Bales
Bales and Bales, PA
4000 Ponce de Leon Blvd.
Suite 470
Coral Gables, Florida 33146

The Incorporator has affixed his signature the day and year set forth below.



Ralph Sheppard, Incorporator

Dated this 5th day of November, 2014.

**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:

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 City of Coral Gables, County of Miami-Dade, State of Florida, the Association named in the said articles has named Matt Bales, whose address is 4000 Ponce de Leon Blvd., Suite 470, Coral Gables, Florida 33146, as its agent to accept service of process within Florida.

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.



Print Name: Matt Bales

DATED this 5th day of November, 2014.

FILED
14 NOV -6 PM 4:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA