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FLORIDA PROFIT/NON PROFIT CORPORATION  
Walden Maintenance Association, Inc.

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**ARTICLES OF INCORPORATION**  
**OF**  
**WALDEN MAINTENANCE ASSOCIATION, INC.**

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, the undersigned does hereby adopt and set forth these Articles of Incorporation, viz:

**ARTICLE 1**  
**NAME AND ADDRESS OF CORPORATION**

The name of this corporation shall be:

WALDEN MAINTENANCE ASSOCIATION, INC.

hereinafter in these Articles of Incorporation referred to as the "Association." The initial principal office address of the Association is 6123 Lyons Road, Coconut Creek, Florida 33073.

**ARTICLE 2**  
**PURPOSES**

**2.1 General Purposes.** The Association is organized for the purpose of promoting the health, safety, and social welfare of the owners of Lots within the communities in Miami-Dade County, Florida, known as "Walden Place" and "Walden Square" (the "Community"), a portion of which is being developed and sold by D.R. Horton, Inc., a Delaware corporation ("Declarant"), and performing all duties assigned to the Association under the provisions of the "Declaration of Maintenance Covenants for Walden Place and Walden Square" (the "Declaration") to be recorded in the Public Records of Miami-Dade County, Florida, the Plat of the Townhome Parcel to be recorded in the Public Records of Miami-Dade County, Florida, and the Single Family Plat.

**2.2 Specific Purposes.** The purposes of the Association shall include the following:

A. To operate, maintain, manage, improve, and administer the use of the Common Areas and other portions of the Community to the extent set forth in the Declaration.

B. To perform all duties and obligations assigned to the Association by the terms of the Declaration.

C. To take such other action as may be deemed appropriate by the Board of Directors to promote the health, safety, and social welfare of the Owners.

D. To operate without profit and for the sole and exclusive benefit of its members.

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2.3 **Construction.** All capitalized words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration. In the event of any conflict between the provisions of these Articles of Incorporation and the provisions of the Declaration, the provisions of the Declaration shall control.

### ARTICLE 3 **GENERAL POWERS**

3.1 **General Powers.** The Association shall have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

3.2 **Specific Powers.** The powers of the Association shall include the following:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell, or otherwise dispose of, any real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish budgets and to fix Assessments to be levied against Lots in the Community pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including reasonable contingency funds for ensuing years and reasonable annual reserves for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Lot in the Community for delinquent and unpaid Assessments and to bring suit for the foreclosure of such liens or otherwise enforce the collection of such Assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association, all in accordance with the provisions of the Declaration.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the ministerial functions of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such charges are deemed appropriate by the Board of Directors.

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H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

I. To borrow money for the acquisition of property or for any other lawful purpose of the Association, and to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for borrowed monies, and to secure the payment of any such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Association wherever situated.

J. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration.

K. To sue and be sued

L. To operate and maintain Surface Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance. While it is anticipated that the Maintenance Association shall undertake such operation and maintenance duties, the CDD may assume such responsibilities.

M. To levy and collect adequate assessments from the Members of the Association for the costs of maintenance, operation, and, if necessary, replacement, of the common areas, including but not limited to the Surface Water Management System.

N. To contract for services for the operation, maintenance, and management of Common Areas and Association Property and all other property dedicated to or maintained by the Association.

O. To exercise all powers conferred upon the Association by the Declaration, subject to all limitations and obligations imposed upon the Association by the terms thereof.

P. To operate and maintain the Common Areas and other portions of the Community to the extent set forth in the Declaration.

#### **ARTICLE 4**

##### **MEMBERS**

4.1 **Members.** The Association shall have one class of members, comprised of all Owners of Lots.

4.2 **Termination of Membership.** The membership of the members in the Association shall automatically terminate upon conveyance or other divestment of title to such Owner's Lot, except that nothing herein contained shall be construed as terminating the

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membership of any member who may own two or more Lots as long as such member continues to own at least one Lot.

**4.3 Membership Appurtenant to Lot Ownership.** The interest of any 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 that is the basis of his membership in the Association.

**4.4 List of Members.** The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes a member of the Association, it shall be such party's duty and obligation to so inform the Secretary in writing, giving his name, mailing address, and legal description of his Lot; provided, however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in membership.

## **ARTICLE 5**

### **VOTING**

The voting rights of the members of the Association shall be as set forth in the Declaration.

## **ARTICLE 6**

### **BOARD OF DIRECTORS**

**6.1 Number.** The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. There shall be three Directors elected in the manner described in Section 6.2 below.

**6.2 Appointment and Election.** All Directors shall be appointed by Declarant until the Turnover Meeting of the members. Commencing with the Turnover Meeting, all Directors shall be elected by the members of the Association; provided, however, one Director shall be elected by the members of the Townhome Association (or, in the absence of such election, shall be the President of the Townhome Association) and one Director shall be elected by the owners of Single Family Lots only. The final Director shall be elected by the entire membership at large. Notwithstanding the foregoing, each Director shall act in the best interest of the Association, not solely in the best interest of the Owners by which he or she was elected. As used herein, the Turnover Meeting shall mean the first annual or special meeting of members following the earlier of: (a) date which is three months after 90% of the Lots that will ultimately be included in the Community have been conveyed to Owners other than Declarant; or (b) the date on which Declarant, by written notice to the Association, relinquishes its right to appoint the Directors. For purposes of elections, each Lot Owner must cast their own ballot to vote for Directors and no voting representative shall cast votes on behalf of any Lot Owners.

**6.3 Election Procedures.** Elections of Directors shall be by plurality vote.

**6.4 Qualification and Term.** Directors need not be members of the Association. Directors appointed by Declarant shall not serve fixed terms, but shall serve at the pleasure of

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Declarant. Except as may be otherwise required by the terms of Article 6.2, Directors elected by the members shall be elected at the annual meeting of members, and their term shall expire at the next succeeding annual meeting of members.

**6.5 Removal.** Any elected Director may be removed from office with or without cause only by vote of members representing a majority of the Association's membership voting rights. Any Director appointed by Declarant may be removed and replaced with or without cause by Declarant, in Declarant's sole discretion.

**6.6 Initial Board.** The names and addresses of the persons constituting the first Board of Directors are as follows:

Gary Brunk	6123 Lyons Road Coconut Creek, Florida 33073
Iraida Rousseau	6123 Lyons Road Coconut Creek, Florida 33073
Tania Contreras	6123 Lyons Road Coconut Creek, Florida 33073

## **ARTICLE 7** **OFFICERS**

**7.1 Number, Qualification, and Term.** The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected at the annual meeting of the Board of Directors, and their term shall expire at the next succeeding annual meeting of the Board of Directors.

**7.2 Initial Officers.** The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

Gary Brunk 6123 Lyons Road Coconut Creek, Florida 33073	President
Iraida Rousseau 6123 Lyons Road Coconut Creek, Florida 33073	Vice President
Tania Contreras 6123 Lyons Road	Secretary/Treasurer

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Coconut Creek, Florida 33073

**ARTICLE 8**  
**CORPORATE EXISTENCE**

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System shall be conveyed or dedicated to an appropriate governmental unit or public unit in accordance with the Declaration.

**ARTICLE 9**  
**BYLAWS**

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered, amended, or repealed by a majority vote of the Directors in the manner provided by such Bylaws.

**ARTICLE 10**  
**AMENDMENTS TO ARTICLES OF INCORPORATION**

These Articles of Incorporation may be altered, amended, or repealed by the affirmative vote of a majority of the Board of Directors.

**ARTICLE 11**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The registered and principal office of the Association shall be at 6123 Lyons Road, Coconut Creek, Florida 33073, and the registered agent at such address shall be D.R. Horton, Inc. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE 12**  
**BUDGET AND EXPENDITURES**

The Association shall obtain funds with which to operate by Assessments levied against its members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of these Articles of Incorporation and the Association's Bylaws. Pursuant to the Declaration, the Board of Directors shall annually adopt budgets for the operation of the Association for the ensuing fiscal year and for the purpose of levying Assessments against the Lots, which budgets shall be conclusive and binding upon all members; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budgets.

**ARTICLE 13**  
**INCORPORATOR**

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The name and street address of the incorporator of the Association is as follows: D.R. Horton, Inc., 6123 Lyons Road, Coconut Creek, Florida 33073.

**ARTICLE 14**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

**ARTICLE 15**  
**DISSOLUTION OF THE ASSOCIATION**

**15.1 Dissolution.** Upon expiration of the term of the Declaration, the Association may be dissolved upon a resolution to that effect being approved by the holders of two-thirds of the members of the Board of Directors and upon compliance with any applicable laws then in effect.

**15.2 Distribution of Assets.** Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner.

A. Any Common Areas owned by the Association shall be conveyed to an appropriate agency of local government, provided such agency is willing to accept the conveyance. If no such agency is willing to accept the conveyance, then the common areas shall be dedicated to such other entity as may be approved by the City.

B. Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Lots pro rata to the number of Owners of such Lots based on each Owners' share of the Common Expenses as set forth in Article 8.2 of the Declaration, and the share of each Lots shall be distributed to the then Owner thereof.

**ARTICLE 16**  
**BINDING EFFECT**

The provisions hereof shall bind and inure to the benefit of the members and their respective successors and assigns.



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IN WITNESS WHEREOF, the above-named incorporator has executed these Articles of Incorporation this 19 day of April 2019.

D.R. Horton, Inc., a Delaware corporation

[Signature]  
Incorporator

STATE OF FLORIDA  
COUNTY OF Duval

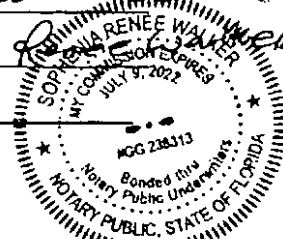
The foregoing instrument was acknowledged before me this 19 day of April, 2019, by Rachel Roca who is personally known to me or who has produced a Florida driver's license as identification.

[Signature]  
Notary Public

Name: Sophema Renee Walker

Serial Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



#### ACCEPTANCE BY REGISTERED AGENT

Having been appointed Registered Agent for the above corporation, I hereby accept such appointment. I further certify that I am familiar with, and accept, the obligations of that position as provided by Florida Statutes.

D.R. Horton, Inc., a Delaware corporation

By: [Signature]

Name: Karl A. Heitsch

Title: Assistant Secretary