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2018 MAY 24 AM 11:25
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CLERK OF COURT
JULIA A. BROWN

COVER LETTER

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

SUBJECT: Pinecrest Fields South Condominium 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: Mercedes M. Sellek, P.A.
Name (Printed or typed)

2520 SW 99 Court
Address

Miami, FL 33165
City, State & Zip

786-591-7310
Daytime Telephone number

corpservices@selleklaw.com
E-mail address: (to be used for future annual report notification)

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

2015 JUL 21 AM 11:23
Sellek Law Corporate Services, LLC
2520 SW 99 Court
Miami, FL 33165

ARTICLES OF INCORPORATION
OF
PINECREST FIELDS SOUTH CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of the laws of the State of Florida, the following are the Articles of Incorporation for Pinecrest Fields South Condominium Association, Inc. The undersigned, for the purpose of forming a corporation non-profit pursuant to the laws of the State of Florida, does hereby adopt the following articles of incorporation.

1. **Name.** The name of the corporation shall be Pinecrest Fields South Condominium Association, Inc. (the "**Association**").
2. **Principal Office.** The principal office of the Association is 2525 Ponce de Leon Blvd., Suite 250, Coral Gables, FL 33134.
3. **Registered Office - Registered Agent.** The name and street address of the Registered Office of the Association is:

Sellek Law Corporate Services, LLC
2520 SW 99 Court
Miami, FL 33165

4. **Definitions.** A declaration entitled Declaration for Pinecrest Fields South (the "**Declaration**") has been (or will be) recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of the community to be known as Pinecrest Fields South (the "**Community**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718 of Florida Statutes (the "**Act**") as it exists on the date hereof for the operation of the condominium located or to be located in Miami-Dade County, Florida, and to be known as Pinecrest Fields South Condominium (the "**Condominium**").
 - a. The 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 Unit Owners; (d) promote the health, safety and welfare of the Unit 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 and Duties. General. The Association shall have all of the common law and statutory powers of a corporation non-profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the Bylaws or the Act.

7.1. Enumeration. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, and as more particularly described in the Bylaws, as the Declaration and Bylaws may be amended from time to time, including, but not limited to, the following:

7.1.1. To make and collect Assessments, Special Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

7.1.2. To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium.

7.1.3. To maintain, repair, replace, reconstruct, add to and operate the Condominium, and other property acquired or leased by the Association for use by Unit Owners.

7.1.4. To purchase insurance upon the Condominium and insurance for the protection of the Association, its officers, directors and members as Unit Owners.

7.1.5. To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.1.6. 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 Pinecrest Fields South.

7.1.7. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.1.8. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.1.9. 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.

7.1.10. 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.

- 7.1.11. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Pinecrest Fields South 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.
- 7.1.12. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.
- 7.1.13. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Pinecrest Fields South, the Common Areas, Units, and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.
- 7.1.14. 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.
- 7.1.15. To employ personnel and retain independent contractors to contract for management of Association, Pinecrest Fields South, 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.
- 7.1.16. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Pinecrest Fields South as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.
- 7.1.17. To establish committees and delegate certain of its functions to those committees.
- 7.1.18. To sue and be sued.
- 7.1.19. To contract with special taxing districts, if any, for any purpose.

8. Owners and Membership.

- 8.1. Membership. The Members of the Association shall consist of all of the record Owners of Units in Pinecrest Fields South from time to time, and after termination of any or all of the Condominium shall consist of those who were members at the time of such termination, and their successors and assigns.
- 8.2. Assignment. The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Home for which that share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Owners and for the purposes authorized herein, in the Declaration, and in the By-Laws.

- 8.3. Voting. On all matters upon which the Owners shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.
- 8.4. Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meeting of members other than the annual meeting.
- 8.5. Prior to Recordation of Declaration. Until such time as the real property comprising Pinecrest Fields South, and the improvements now and/or to be constructed thereon, are submitted to the community form of ownership by recordation of the Declaration in the Public Records of Miami-Dade County, Florida, the membership of the Association (the "**Membership**") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.
9. **Dissolution**. In the event of the dissolution of Association other than incident to a 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 provisions 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.
10. **Term of Existence**. The Association shall have perpetual existence.
11. **Directors**.
- 11.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "**Board**") consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of no less than two (2) directors. Except for Directors appointed by the Developer, all Directors must be members (Unit Owners) of the Association.
- 11.2. Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration.
- 11.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.
- 11.4. Current Directors. The names and addresses of the members of the current Board who shall hold office until their successors are appointed and/or elected, are as follows:

NAME:	ADDRESS:
EDUARDO CUSCO	2525 Ponce de Leon Blvd. Suite 250 Coral Gables, FL 33134
MARISELA POMENTA-CUSCO	2525 Ponce de Leon Blvd. Suite 250 Coral Gables, FL 33134

- 12. Officers.** The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT:	EDUARDO CUSCO 2525 Ponce de Leon Blvd. Suite 250 Coral Gables, FL 33134
VICE PRESIDENT:	MARISELA POMENTA-CUSCO 2525 Ponce de Leon Blvd. Suite 250 Coral Gables, FL 33134

- 13. Incorporator.** The name and address of the Incorporator is as follows:

EDUARDO CUSCO
2525 Ponce de Leon Blvd.
Suite 250
Coral Gables, FL 33134

14. Indemnification.

- 14.1. Indemnity. 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 is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

- 14.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties 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 indemnity for such expenses which such court shall deem proper.
- 14.3. Effect of Termination of Action. 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 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 interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 14.4. Expenses. 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 14.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.
- 14.5. Approval. Any indemnification under Section 14.1 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 director, officer, employee or agent is proper under the circumstances because she/he has met the applicable standard of conduct set forth in Section 14.1 above. Such determination shall be made by independent legal counsel in a written opinion.
- 14.6. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 15.
- 14.7. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Unit Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
15. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Unit Owners, and/or the Developer as provided in the By-Laws.

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

- 16.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 16.2. Proposal. Proposal. A resolution for the adoption of a proposed amendment must be unanimous either by the Board or Unit Owners.
- 16.3. Approval. An amendment shall be approved once it is approved:
 - 16.3.1. Unanimously by Unit Owners present in person or by proxy and unanimous by the Board; or
 - 16.3.2. prior to the date upon which Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.
- 16.4. Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used as a vote for the purpose of creating a quorum.
- 16.5. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration, or the By-Laws, 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 herein or in the Declaration unless the Developer shall join in the execution of the amendment.
- 16.6. 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.
- 16.7. Developer. Notwithstanding anything herein to the contrary, prior to the Turnover Date, the Developer may amend these Articles without the consent or joinder of any party whatsoever. This paragraph may not be amended.
- 16.8. Adoption of Amendments. There are no members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

[SIGNATURES TO FOLLOW]

For Recording Only

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 this 15th day of May, 2019.

PINECREST FIELDS SOUTH CONDOMINIUM ASSOCIATION,
a Florida non-profit corporation

By: [Signature]
Name: EDUARDO CUSCO
Title: President

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 15th day of May, 2019 by Eduardo Cusco, who is personally known to me or who has produced a Florida driver's license as identification.

My Commission Expires:

[Signature]
Notary Public



ACCEPTANCE BY REGISTERED AGENT

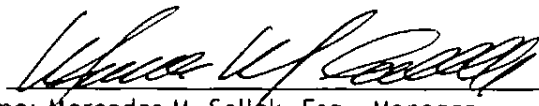
In compliance with the laws of Florida, the following is submitted:

That Pinecrest Fields South Condominium Association, Inc., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation the incorporation named in the said articles Sellek Law Corporate Services, LLC, a Florida limited liability company as its statutory 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.

Dated this 15 of May 2019.

**Sellek Law Corporate Services, LLC,
a Florida limited liability company**

By: 

Name: Mercedes M. Sellek, Esq., Manager

Title: Registered Agent