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FLORIDA DEPT. OF STATE
CORPORATIONS DIVISION
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION SECTION 2, INC.

In compliance with the requirements of the State of Florida, the undersigned, all of whom are residents of Dade County, Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify as follows:

ARTICLE I

NAME

The name of the corporation shall be RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION SECTION 2, INC. For convenience, the corporation shall be referred to in all instruments as the "Association".

ARTICLE II

INITIAL REGISTERED OFFICE AND AGENT

The initial principal office of the Association shall be located at 201 Alhambra Circle, 9th floor, Coral Gables, Florida 33134. The office of the corporation may thereafter be at such other place as the Board of Directors of the Association may designate from time to time. The initial registered agent of the Association is M. Ronald Krongold, whose address is 201 Alhambra Circle, 9th floor, Coral Gables, Florida 33134.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Areas within that certain tract of property located in Dade County, Florida, and more particularly described in Exhibit A attached hereto, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Public Records of Dade County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by give, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of Members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members, except as provided otherwise in the Declaration;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;

(h) to maintain, repair, replace and operate the Common Areas of the Property;

(i) to purchase insurance upon the Common Areas of the Property and insurance for the protection of the Association and its Members;

(j) to reconstruct improvements to the Common Area after casualty and further improve the Property;

(k) to make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the Common Areas of the Property;

(l) to employ personnel to perform the services required for the proper operation, maintenance and upkeep of the Common Areas of the Property.

ARTICLE IV

MEMBERSHIP

Every person or entity who is the record owner of a fee or undivided fee interest in any Lot which is a part of the subject property, and subject to the terms and conditions of the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

ARTICLE V

VOTING RIGHTS

The Association shall have two (2) classes of voting Membership:

Class A. Class A Members shall be all Owner with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no cumulative voting.

Class B. The Class B Members shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each Lot owned. Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A Membership equal the total votes outstanding in the Class B Membership; or
- (b) On December 31, 1981.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who shall be Members of the Association, excepting that until Class B Membership has ceased and has been converted to Class A Membership, the Members of the Board of Directors need not be Members of the Association, and the initial Board of Directors and the succeeding Board, until such time as the Class B Membership has ceased and has been converted to Class A Membership, shall be comprised of three (3) Members. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
STEVEN SHERE	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134
M. RONALD KRONGOLD	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134
PAUL H. BASS	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134

The initial Board of Directors' herein designated shall serve until Class B Membership has ceased and has been converted to Class A Membership and until the first annual Membership meeting thereafter, at which time the Members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect three (3) Directors for a term of three (3) years, provided, however that so long as the Declarant is the Owner of one (1) or more Units within the subject Property and continued to hold said Unit or Units for sale in the ordinary course of business, then the Declarant shall be entitled to designate one (1) Member to serve on the Board of Directors, notwithstanding the fact that Class B stock has ceased to exist and been converted to Class A stock. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining Directors, provided however, that should said vacancy occur in the Board Member designated by the Declarant, then said vacancy shall be filled by the Declarant, provided the Declarant continues to hold at least one (1)

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Unit for sale in the ordinary course of business. Directors may additionally be removed in the manners provided for in the By-Laws.

ARTICLE VII

OFFICERS

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Members of the Board of Directors. The names and addresses of the Officers that shall serve until their successors are designated by the Board of Directors is as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
STEVEN SHERZ	President	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th fl. Coral Gables, Florida 33134
M. RONALD KRONGOLD	Vice-President	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th fl. Coral Gables, Florida 33134
M. RONALD KRONGOLD	Secretary-Treasurer	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th fl. Coral Gables, Florida 33134

ARTICLE VIII

BY-LAWS

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

ARTICLE IX

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or to which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement is being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each Class of Members. Upon

dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

TERM

The term of this Association shall be perpetual.

ARTICLE XII

AMENDMENTS

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

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meetings at which the proposed amendment is considered.

(b) A resolution for the adoption of the proposed amendment may be proposed either by the Board of Directors or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided: Amendments to these Articles shall require the assent of seventy-five percent (75%) of the entire Membership of the Association and seventy-five percent (75%) of the Members of the Board of Directors.

(c) A copy of each amendment shall be filed with the Secretary of State or its successor.

ARTICLE XIII

SUBSCRIBERS

The names and addresses of the Subscribers of these Articles of Incorporation are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
STEVEN SHERE	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134
M. RONALD KRONGOLD	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134
PAUL H. BASS	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHO' PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION SECTION 2, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Coral Gables,
(CITY)

STATE OF Florida, HAS NAMED M. RONALD KRONGOLD
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT Krongold & Bass, P.A., 201 Alhambra Circle, 9th Floor, Coral Gables, Fl.33134
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Coral Gables, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT
(CITY) SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE [Signature]
(CORPORATE OFFICER)

TITLE Vice President

DATE 4/16/78

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE [Signature]
(RESIDENT AGENT)

DATE 4/16/78

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