

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of OAK CREEK AT KENDALL HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on December 31, 1992, as shown by the records of this office.

The document number of this corporation is N92000001023.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirty-first day of December, 1992



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

EXHIBIT "B"

EXHIBIT "2"

Jim Smith

OFF. REC. 15859PM 1330

ARTICLES OF INCORPORATION

OF

OAK CREEK AT KENDALL HOMEOWNERS ASSOCIATION, INC.

FILED
92 DEC 31 PM 2:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned person does hereby make, subscribe and acknowledge that he has voluntarily associates himself for the purpose of forming a corporation not-for-profit, the articles of incorporation of which read as follows:

ARTICLE I

NAME

The name of the corporation is OAK CREEK AT KENDALL HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association is at 700 N. W. 107 Avenue, Miami, Florida 33172.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Association shall be at 700 N.W. 107 Avenue, Miami, Florida 33172, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Morris J. Watsky.

ARTICLE IV

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 the maintenance and preservation of the Common Open Space, and the architectural control of the residence Lots (all as defined in the Declaration referred to hereinafter) within that certain tract of property known as OAK CREEK, and to promote the health, safety and welfare of the residents within the Development and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and in furtherance of these purposes, to:

- 4.1 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 for Oak Creek (the "Declaration") as amended from time to time and recorded or to be recorded in the Public Records of Dade County, Florida, said Declaration being incorporated herein as if set forth at length;
- 4.2 Fix, levy, collect and enforce payment of, 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;
- 4.3 Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

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- 4.4 Borrow money, and with the assent of two-thirds (2/3) of the votes 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;
- 4.5 Dedicate, sell, or transfer all or any part of the Common Areas to any Public Agency or authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication or transfer shall only be effective with the assent of two-thirds (2/3) of the votes of each Class of members, agreeing to such dedication, sale or transfer;
- 4.6 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 the votes of each Class of members;
- 4.7 Purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the Common Open Space and to authorize a management agent 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 Areas with 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 granted by the Declaration, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association; and
- 4.8 Have and to exercise any and all powers, rights and privileges which a corporation organized under the corporation not-for-profit law of the State of Florida, by law may now or hereafter have to exercise.

ARTICLE V

MEMBERSHIP

- 5.1 Each Lot or Home which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities owning such Lot or Home, except that no person or entity holding an interest or title to a Home as security for performance of an obligation shall acquire the membership appurtenant to such Lot or Home by virtue of such interest or title. In no event may any membership be severed from the Lot or Home to which it is appurtenant.
- 5.2 The Association shall have two classes of voting membership:
 - (a) Class A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot or Home owned. When more than one (1) person holds an interest in any Lot or Home, all such persons shall be members. The vote for such Lot or Home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Home.
 - (b) Class B. Class B Member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot or Home owned. The Class B membership shall cease and be converted to Class A

membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) Six (6) years from the date of filing of the Declaration; or

(iii) At such time as the Class B member voluntarily relinquishes its right to vote.

ARTICLE VI

FHA AND VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of either HUD or the Veterans Administration when either of subject entities has an interest: (i) annexation of additional properties, (ii) mergers and consolidations, (iii) mortgaging or dedication of the Common Areas, or (iv) dissolution and amendment of these Articles.

ARTICLE VII

BOARD OF DIRECTORS

- 7.1 The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
Denise Geary	730 N.W. 107 Avenue Miami, Florida 33172
Robert Hutson	730 N.W. 107 Avenue Miami, Florida 33172
Carmen Santurio	730 N.W. 107 Avenue Miami, Florida 33172

- 7.2 The affairs of the Association shall be managed by a Board of Directors as provided in the By-Laws, but not less than three (3). So long as Declarant shall have the right to appoint the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association and residents of the State of Florida. There shall be three (3) Directors appointed by the Class B member so long as the Class B member has the right to appoint the Board of Directors. After the Class B member's right to appoint the Board of Directors terminates, the Board of Directors shall be elected by the Class A members. Each Director elected by Class A members shall serve for a term from the date of the meeting where he is elected until the next annual meeting. In no event can a Board member appointed by the Class B member be removed except by action of the Class B member. Any Director appointed by the Class B member shall serve at the pleasure of the Class B member, and may be removed from office, and a successor Director may be appointed at any time by the Class B member.

ARTICLE VIII

DURATION

The Association shall have perpetual existence.

ARTICLE IX

AMENDMENTS

- 9.1 Proposal. An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of a meeting of the Members of the Association not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.
- 9.2 Notice. It shall be the duty of the Secretary to give each Member written notice of such meeting, stating the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed or presented personally to each Member not less than fourteen (14) days nor more than sixty (60) days before the date set for the meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereupon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member.
- 9.3 Resolution. At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any Member of the Board of Directors of the Association, or by any Member of the Association, present in person or by proxy.
- 9.4 Approval. Except as elsewhere provided, the approval of a resolution for the adoption of a proposed amendment to these Articles of Incorporation shall require the affirmative vote of a majority of the members of the Board of Directors of the Association, and the affirmative vote of not less than sixty-six (66%) percent of the total votes present at a duly called membership meeting. Members of the Board of Directors and members of the Association not present in person or by proxy at the meeting at which the amendment is to be considered may express their approval (or disapproval) of the amendment in writing, provided that such approval is delivered to the Secretary of the Association prior to the commencement of the meeting.
- 9.5 Limitation. Provided, however, that no amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.4, 4.5 and 4.6 of Article IV entitled "Powers", without approval of 2/3 of the votes of each Class of Members and the joinder of all record owners of mortgages upon Homes. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment make any changes which would in any affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or an affiliate of the Declarant, unless the Declarant shall join in the execution of the amendment. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication and/or mortgaging of Common Open Space, dissolution and amendment of these Articles and mergers and consolidations.

- 9.6. Recording. Such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles of Incorporation shall be recorded in the Public Records of Dade County, Florida, within thirty (30) days from the date on which the same is filed and returned from the office of the Secretary of State.

ARTICLE X

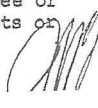
OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of Members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

PRESIDENT:	Carmen Santurio 730 N.W. 107 Avenue Miami, Florida 33172
VICE PRESIDENT:	Robert Hutson 730 N.W. 107 Avenue Miami, Florida 33172
SECRETARY/TREASURER:	Denise Geary 730 N.W. 107 Avenue Miami, Florida 33172

ARTICLE XI

INDEMNIFICATION

- 11.1 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 completed 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 attorneys fees and appellate attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him 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 proceedings, has no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty 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. 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.
- 11.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or
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otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Approval. Any indemnification under Section 11.1 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 Directors, officers, employees or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (b) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.

11.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition or such action, suit or proceeding as authorized by the Board of Directors 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 unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 11.

11.5 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 any By-Law, agreement, vote of members 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.

11.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII

BY-LAWS

The first By-Laws of the Association will be adopted by the Directors named herein, and may be altered, amended, or rescinded in the manner provided by said By-Laws. Any By-Laws adopted by the Board of Directors shall be consistent with these Articles.

ARTICLE XIII

TRANSACTIONS IN WHICH DIRECTORS OF OFFICERS ARE INTERESTED

13.1 No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership or Association or other organization in which one or more of its Directors or officers are Directors or officers have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates

in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

13.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV

SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is:

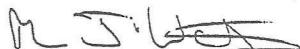
Morris J. Watsky 700 N.W. 107 Avenue
Miami, Florida 33172

ARTICLE XV

DISSOLUTION


The Association may be dissolved with the assent given by not less than two-thirds (2/3) of the votes 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 non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

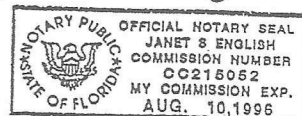
IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 17th day of December, 19 92.


Morris J. Watsky

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 17th day of December, 19 92, by Morris J. Watsky. He is personally known to me and did not take an oath.


Notary Public, State of Florida





OFF.
REC. 15859P1337

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

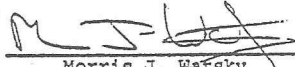
Pursuant to Chapter 48.091, Florida Statutes, the following is
submitted in compliance with said Act;

AT KENDALL

That, OAK CREEK/HOMEOWNERS ASSOCIATION, INC., desiring to organize
under the laws of the State of Florida, with its principal offices at
700 N.W. 107 Avenue, Miami, Florida 33172, has named MORRIS J. WATSKY,
whose office is located at 700 N.W. 107 Avenue, Miami, Florida 33172 as
its agent to accept service of process within the State.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above-stated
corporation, at the place designated in this Certificate, I hereby
accept to act in this capacity, and agree to comply with the provisions
of said Act relative to keeping open said office.


Morris J. Watsky

FILED
92 DEC 31 PM 2:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

