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NO7000003189

Florida Department of State
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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
OCEAN PLACE AT SILVER BEACH ASSOCIATION, INC.**

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TALLAHASSEE, FLORIDA

ATTN: TERESA BROWN

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DEC - 1 2009

11/19/2009 1:42 PM

H09000244508

Articles of Amendment
to
Articles of Incorporation
of

OCEAN PLACE AT SILVER BEACH ASSOCIATION, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

N07000003189

(Document Number of Corporation (if known))

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SECRETARY OF STATE
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Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:
*(Principal office address **MUST BE A STREET ADDRESS**)*

C/O S3 Association Management, LLC
8211 W. Broward Blvd. Suite 430
Plantation, Florida 33324

C. Enter new mailing address, if applicable:
*(Mailing address **MAY BE A POST OFFICE BOX**)*

C/O S3 Association Management, LLC
8211 W. Broward Blvd. Suite 430
Plantation, Florida 33324

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: S3 Association Management, LLC
8211 W. Broward Blvd. Suite 430

New Registered Office Address: (Florida street address)
Plantation, Florida 33324
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position

Signature of New Registered Agent, if changing

H09000244508

FROM : LAZARUS

FAX NO. : 3052201440

Dec. 01 2009 10:46AM P9

FROM : LAZARUS

FAX NO. : 3052201440

Nov. 17 2009 01:00PM P2

H09000244508

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added. (Attach additional sheets, if necessary)

Title	Name	Address	Type of Action
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

If amending or adding additional Articles, enter change(s) here: (attach additional sheets, if necessary). (Be specific)

Add: S3 Association Management
2 LLC,
as Receiver.

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FROM : LAZARUS

FAX NO. : 3052201440

Dec. 01 2009 10:46AM P10

FROM : LAZARUS

FAX NO. : 3052201440

H09000244508

The date of each amendment(s) adoption: NOV. 17, 2009
(date of adoption is required)

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated NOV. 17, 2009

Signature [Handwritten Signature]
(By the chairman or vice chairman of the board, president or other officer if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

X LUC GAUTHIER
(Typed or printed name of person signing)

X PRESIDENT
(Title of person signing)

H09000244508

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI DADE COUNTY, FLORIDA

CASE NO. 09-057522 CACE 25

IN RE:

OCEAN PLACE AT SILVER BEACH
CONDOMINIUM ASSOCIATION, INC.,
A Florida Non-Profit Corporation,

Petitioner,

ORDER APPOINTING RECEIVER

THIS CAUSE having come on to be heard before this Court on November 9, 2009 on OCEAN PLACE AT SILVER BEACH CONDOMINIUM ASSOCIATION, INC.'s (the "ASSOCIATION") EMERGENCY PETITION FOR APPOINTMENT OF RECEIVER, and on November 9, 2009 Appointing Receiver, the Court having heard argument of counsel and having conducted a hearing and having otherwise been fully advised of the premises, it is hereby:

ORDERED AND ADJUDGED that

1. The Petitioner's Motion to Appoint Receiver is hereby **GRANTED**.
2. That S3 ASSOCIATION MANAGEMENT LLC, whose address is 945 S. Federal Highway, Dania Beach, FL 33004, is hereby appointed as RECEIVER for the Association to Manage all financial matters for the association and all units within the OCEAN PLACE AT SILVER BEACH CONDOMINIUM ASSOCIATION, INC. which are Occupied by Tenant or Unit Owners while said Unit is otherwise delinquent in its payments to the ASSOCIATION or the subject of an action by the ASSOCIATION to foreclose its lien for the past due assessments on said Unit. Said RECEIVERSHIP is to conclude upon the ultimate foreclosure of the Unit by the Unit Owner's primary lender/mortgage company and/or the Condominium Association.

3. Tenants shall mean those persons who are occupying a unit within the Condominium which is delinquent in its payment of assessments whether or not said occupancy is pursuant to a lease which requires payment of rents, revenues, income, profits and/or other sums to the Unit Owner or the Unit Owner's Designee and/or which unit may also be the subject matter of a foreclosure action filed by the ASSOCIATION against the Unit Owner for past due Assessments due (as defined in the Declaration) or the Unit Owner's lenders for delinquency in their mortgage payments.

4. In addition thereto, the RECEIVER shall also have the authority to rent and/or lease those Units which are owned by Unit Owners who are otherwise delinquent in their Assessment payments to the Association and which Units have been otherwise abandoned by the Unit Owners and to evict those tenants who fail to turnover the Rents to the Receiver.

5. The RECEIVER shall collect all rents and monies from the Tenants due to Unit owners within the ASSOCIATION and whose unit owner is also delinquent in the payment of Assessments or the subject of a foreclosure action, either due to the Unit Owner's failure to pay past due Assessments due to the ASSOCIATION or due to the Unit Owner's failure to pay his monthly mortgage to his lenders.

6. The RECEIVER shall have authority to manage and re-lease or re-rent the unit during the period said unit is the subject of this Receivership and/or the subject of a foreclosure action for failure to pay past due Assessments to the ASSOCIATION for said unoccupied unit. The RECEIVER shall also have authority to continue to utilize *ASSOCIATED LAW PROFESSIONALS LLC* and CULMO & CULMO, P.A. as the legal counsel for the receivership during the period said unit is the subject of this Receivership and/or the subject of a foreclosure action for failure to pay past due Assessments to the ASSOCIATION. Said RECEIVERSHIP is to conclude upon the ultimate foreclosure of the Unit

by the Unit Owner's primary lender/mortgage company and/or the Condominium Association.

7. From the monies Collected, the RECEIVER shall first pay the cost and fees of any real estate brokers hired to lease the Units; then pay the costs necessary to rehabilitate the Unit and prepare it for occupancy; then pay the RECEIVER's fees and costs and the RECEIVER's attorney's fees and costs; then pay the management fees; then pay the ASSOCIATION's attorney's fees and costs. The RECEIVER shall then disburse all remaining monies in accordance with Florida Statutes, Section §718.116(3), to the Condominium Association for the balance of the debt owed to the Condominium Association, with the remaining balance, if any, to be paid to the unit owner of record or the unit owner's designee until further order of this Court.

a. In the event an Investor has purchased more than one Unit in the condominium complex known as "Ocean Place at Silver Beach," and more than one Unit owned by that Investor is in arrears in its maintenance payments to the Condominium Association, the Receiver shall continue to collect and retain all rental income from all Units owned by that delinquent Investor, until the complete amount of the deficiency on all Units is brought current. Accordingly, any excess funds from a rental unit (after past dues and costs are paid for that particular Unit), should be applied to any maintenance fees and associated costs due on another unit owned by that same delinquent Investor/Owner until the entire amount that is due and owing is paid to the Condominium Association.

8. Any aggrieved Unit Owner whose rents and monies from a Tenant have been collected by the RECEIVER as permitted herein, shall have 72 hours to bring the Unit current and pay all outstanding amounts due to the Condominium Association. In addition thereto, any aggrieved Unit Owner whose rents and monies from a Tenant have been collected by the

RECEIVER as permitted herein, may file for relief in the division of this Court wherein this action is pending if good cause is shown for the relief requested.

9. The unit owner, its agents or employees, the Tenant and all other persons are restrained from interfering with the RECEIVER or with the collection of any rents and monies delivered to RECEIVER.

10. The RECEIVER is authorized to employ agents, servants or employees for the purpose of collecting rents and monies from Tenants and carrying out the terms of the Receivership and the orders of this Court.

11. Receiver shall not be responsible for the payment of any real property taxes on those delinquent Units and/or responsible for the payment of any insurance for and/or damages sustained to the Unit by virtue of the Receivership and/or by virtue of the letting of Units to rent for the outstanding maintenance fees due on the delinquent Unit.

12. Prior to the collection of rents and monies, the RECEIVER shall mail and/or hand-deliver a copy of this order to the Tenant at the property address of the delinquent Unit and to the Unit Owner at the last known address of the Unit Owner whose property is the subject of this Receivership.

13. The RECEIVER shall file with this Court an Oath and Acceptance of RECEIVER accepting the appointment and agreeing to faithfully discharge his duties. The RECEIVER shall maintain a separate accounting for each unit for which rents and monies are collected under this Order. Said accounting shall include but not be limited to: identifying information of the unit owners, the amounts collected and the application of each payment. Copies of any relevant documents shall be available to the Court upon request. The final accounting shall be furnished to the ASSOCIATION within ten (10) business days after it is due. An additional copy of all

periodic accountings required by the Court, if any, and the final accounting shall be furnished to the unit owner within fifteen (15) business days after written request is made by the Unit Owner to the RECEIVER.

14. The RECEIVER shall maintain a separate accounting for each unit for which rents and monies are collected under this Order. Said accounting shall include but not be limited to: identifying information of the unit and unit owners, the amounts collected and the application of each payment. Copies of any relevant documents shall be available to the Court upon request. The final accounting shall be furnished to the ASSOCIATION within ten (10) business days after it is due. An additional copy of all periodic accountings required by the Court, if any, and the final accounting shall be furnished to the unit owner within fifteen (15) business days after written request is made by the Unit Owner to the RECEIVER.

15. The RECEIVER shall open a separate bank account for this cause, under the FEIN and/or applicable tax identification number for the Ocean Place at Silver Beach Condominium Association, Inc., and shall not be required to file separate tax returns for purposes of the Receivership. This RECEIVERSHIP shall not be a separate taxable entity.

16. It is the intent of this Order to appoint one receiver who shall be responsible for collecting rents and monies from tenants and to manage and release or re-rent vacant units during the period the unit is in delinquency status and/or in foreclosure by the ASSOCIATION or the Unit Owner's lenders. It is anticipated that multiple units will come within the jurisdiction of this Order on different dates and times. The appointment of the RECEIVER for the benefit of the ASSOCIATION herein shall be continuous and the RECEIVER shall serve until further Order of this Court.

17. This Order shall have effect nunc pro tunc from November 9, 2009, the date of

the original Order.

18. _____

DONE AND ORDERED in Chambers at Broward County, Florida this 23 rd day of November, 2009.



JUDGE

cc: Culmo & Culmo, P.A.
4090 Laguna Street
Coral Gables, FL 33146

All Delinquent Unit Owners of OCEAN PLACE AT SILVER BEACH CONDOMINIUM ASSOCIATION, INC.

*Associated Law Professionals LLC
1240 South Dixie Hwy
Miami Fla 33133
(305) 858-4811
Fax (305) 858-4402*