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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

**MONTCLAIR AT MIRAMAR
CONDOMINIUM ASSOCIATION, INC.**

A Corporation Not For Profit

Pursuant to the provisions of Sections 617.1006 and 617.1007 of the Florida Not For Profit Corporation Act, MONTCLAIR AT MIRAMAR CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation (the "Condominium Association"), in accordance with actions adopted by of the Directors of the Condominium Association by unanimous written consent as of May 9, 2008; there being no members entitled to vote on the proposed amendments contained herein, hereby adopts the following amendments to its Articles of Incorporation and restates its Articles in their entirety.

ARTICLE I.

The name and principal address of the corporation shall be:

**MONTCLAIR AT MIRAMAR
CONDOMINIUM ASSOCIATION, INC.
9900 S.W. 107th Avenue
Miami, FL 33176**

ARTICLE II.

The purposes and objects of the Condominium Association shall be to administer the operation and management of Montclair, a Condominium (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon certain land (the "Land") situated in Broward County, Florida (the "County"); and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Amended and Restated Articles of Incorporation, the Bylaws of the Condominium Association which will be adopted (the "Bylaws"), and the Declaration of Condominium (the "Declaration," capitalized terms used but not otherwise defined herein will have the meaning set forth in the Declaration), which will be recorded in the Public Records of the County, if, as and when the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Condominium Association shall be conducted as a non-profit organization for the benefit of its members.

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ARTICLE III.

The Condominium Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws pursuant to which this corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Condominium Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units and Common Elements in and of the Condominium, as such terms are defined in the Declaration. All rules and regulations shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.

2. Levy and collect assessments against members of the Condominium Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the Bylaws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including the Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Condominium Association to the extent and in the manner permitted by the Declaration, the Bylaws and the Act.

5. Enforce the provisions of these Amended and Restated Articles of Incorporation, the Declaration, the Bylaws, and all rules and regulations governing use of the Condominium which may from time to time be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Condominium Association in the Declaration and the Act.

ARTICLE IV.

The qualification of members, the manner of their admission to and termination of membership, and voting by members shall be as follows:

A. The record Owners (as defined in the Declaration) of all Units in the Condominium from time to time shall be members of the Condominium Association, and no

other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV hereof.

B. The Owner of each Unit shall become a member of the Condominium Association automatically upon and simultaneously with receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Unit from Developer, or in the case of a conveyance by a grantee or remote grantee of Developer, upon receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Unit in accordance with the provisions of Article 11 of the Declaration. Membership in the Condominium Association may not be transferred separate and apart from a conveyance of the Unit. Membership in the Condominium Association shall terminate upon conveyance or transfer of the Unit, whether voluntary or involuntary; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Condominium Association cannot be assigned, hypothecated, transferred or encumbered in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Condominium Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

D. On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each Unit. If a Unit Owner owns more than one (1) Unit, the Unit Owner shall be entitled to one (1) vote for each Unit owned.

E. Until such time as the Condominium is established by recordation of the Declaration, the membership of the Condominium Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE V.

The Condominium Association shall have perpetual existence; provided that if it is dissolved, its assets shall be conveyed to another association or public agency having a similar purpose.

ARTICLE VI.

The principal office of the Condominium Association shall be located in Florida, but the Condominium Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE VII.

The affairs of the Condominium Association shall be managed by the President of the Condominium Association, assisted by the Vice President(s), Secretary and Treasurer and, if

any, the Assistant Secretaries and Assistant Treasurers (collectively, the "Officers"), subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Condominium Association, and any and all such person(s) and/or entity(ies) may be so employed without regard to whether any such person or entity is a member of the Condominium Association or a Director or officer of the Condominium Association, as the case may be.

ARTICLE VIII.

The number of members on the first Board of Directors, who shall serve until their successors are designated by Standard Pacific of South Florida, a Florida general partnership ("Developer") or elected at the first annual meeting of the Condominium Association following recordation of the Declaration of Condominium, shall be three (3). The number of members of succeeding Boards of Directors shall also be three (3), or as otherwise provided from time to time by the Bylaws, and they shall be elected by Developer or the members of the Condominium Association at the annual meetings of the membership as provided by the Bylaws. Each of the members of all succeeding Boards of Directors shall be members of the Condominium Association or shall be authorized representatives, officers or employees of a corporate member of the Condominium Association, except for those Directors who are appointed by the Developer.

When (but not before) Unit Owners other than Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Condominium Association, the Unit Owners other than Developer will be entitled to elect, as a group and in a manner to be provided in the Bylaws, not less than one-third (1/3) of the members of the Board of Directors of the Condominium Association. Unit Owners of the Condominium other than Developer will be entitled to elect, as a group and in a manner to be provided in the Bylaws, not less than a majority of the members of the Board of Directors of the Condominium Association (the "Turnover") upon the first to occur (the "Turnover Date") of:

- (a) three years after 50 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- (b) three months after 90 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- (c) when all of the Units that will be operated ultimately by the Condominium Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;
- (d) when some of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(e) seven years after recordation of the Declaration of Condominium creating the Initial Phase.

Developer shall have the right to elect all members of the Board of Directors of the Condominium Association which Unit Owners other than Developer are not entitled to elect. Following the Turnover, the Developer may exercise the right to vote in elections for members of the Board of Directors of the Condominium Association in the same manner as any other Unit Owner of the Condominium Association, except for the purpose of reacquiring control of the Condominium Association or selecting a majority of the members of the Board of Directors. So long as Developer holds at least one Unit for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing of the Developer: (i) assessment of the Developer as a Unit Owner for capital improvements and (ii) any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

Notwithstanding the foregoing, in order to comply with the requirements of the FHA/HUD Regulations for an "approved" condominium, if the Turnover has not occurred on or before: (i) four months after 75 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers; or (ii) five years after the first Unit is conveyed (collectively, the "FHA Turnover Events"), then the Turnover Date will be upon the occurrence of the earlier of the FHA Turnover Events.

ARTICLE IX.

The Board of Directors shall elect and may by majority vote separate or remove from office the President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE X.

The names and addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Amended and Restated Articles of Incorporation and the Bylaws, shall hold office until the first annual meeting of the Condominium Association after recordation of the Declaration of Condominium, and thereafter until their successors are selected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
Diana Ibarria	9900 S.W. 107 Avenue Miami, Florida 33176
K.C. Messer	9900 S.W. 107 Avenue Miami, Florida 33176
Michael Debock	9900 S.W. 107 Avenue Miami, Florida 33176

ARTICLE XI.

The officers of the Condominium Association, who shall hold office until their successors are elected pursuant to these Amended and Restated Articles of Incorporation and the Bylaws, and have qualified, shall be the following:

President	Diana Ibarria
Secretary/Treasurer	Michael Debock
Vice President/Assistant Treasurer	K.C. Messer

ARTICLE XII.

The original Bylaws of the Condominium Association shall be adopted by the approval of a majority of the subscribers to the Articles of Incorporation at a meeting at which each of the subscribers are present, and, thereafter, the Bylaws may be amended, altered or rescinded only in the manner set forth in such Bylaws.

ARTICLE XIII

Every Director and every officer of the Condominium Association shall be indemnified by the Condominium Association against all expenses and liabilities, including attorneys' and legal assistants' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Condominium Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, malfeasance or nonfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Condominium 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 XIV.

An amendment or amendments to these Amended and Restated Articles of Incorporation may be proposed by the Board of Directors of the Condominium Association acting upon a vote of the majority of the Directors, or by Owners of a majority of the Units, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Amended and Restated 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 Condominium Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Condominium Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the members as the procedure for giving such notice is described in the Bylaws; provided, that proposed amendments to these Amended and Restated Articles of Incorporation may be considered and voted upon at annual meetings of the members. 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 Condominium Association, with postage thereon 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 Condominium Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of Developer, so long as the Developer holds at least one Unit for sale in the ordinary course of business, and Owners of at least seventy-five percent (75%) of the Units which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Amended and Restated 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 such amendment of these Amended and Restated Articles of Incorporation shall be recorded in the Public Records of the County, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XIV, no amendment to these Amended and Restated Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Condominium Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

ARTICLE XVI.

Michael Debock is hereby designated as the registered agent of the Condominium Association, and 9900 S.W. 107 Avenue, Miami, Florida 33176 is hereby designated as the registered office of the Condominium Association.

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IN WITNESS WHEREOF, the directors hereto have hereunto set their hands and seals this 12th day of MAY, 2008.


Name: Diana Ibarria


Name: Michael Debock


Name: K.C. Messer

STATE OF FLORIDA)

) SS.:

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Diana Ibarria, Michael Debock and K.C. Messer who, being by me first duly sworn on oath, acknowledged that they executed the foregoing Amended and Restated Articles of Incorporation for the purposes therein expressed, this 12th day of MAY, 2008; and they are personally known to me.


Notary Public
State of Florida at Large

My commission expires:

[Notarial Seal]

