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*Amended &
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FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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*00789, 00551, 01048, 00671

WEISBURD, EISEN & POSSENTI, P.A.

SCOTT EISEN
VALERIE POSSENTI
SCOTT WEISBURD

2751 EXECUTIVE PARK DRIVE
SUITE 104
WESTON, FLORIDA
33331

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September 28, 2015

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**RE: THE MANSIONS AT DORAL COMMUNITY ASSOCIATION, INC.
DOCUMENT NO. N1500008097**

Dear Sir/Madam:

Enclosed please find executed Amended and Restated Articles of Incorporation to be filed incident to the above captioned entity. I have also enclosed a check for \$35.00 representing the filing fee.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Idania Fernandez
Florida Registered Paralegal

Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 2, 2015

Idana Fernandez
Weisburd, Eisen & Possenti, P.A.
2751 Executive Park Drive, Suite 104
Weston, FL 33331

SUBJECT: THE MANSIONS AT DORAL COMMUNITY ASSOCIATION, INC.
Ref. Number: N15000008097

We have received your document for THE MANSIONS AT DORAL COMMUNITY ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please entitle your document Amended and Restated Articles of Incorporation.

A certificate must accompany the Restated Articles of Incorporation setting forth one of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendments requiring member approval; OR (2) If the restatement contains an amendment requiring member approval, the date of adoption of the amendment by the members and a statement that the number of votes cast for the amendment was sufficient for approval.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
Regulatory Specialist II

Letter Number: 015A00020898

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15 DEC -2 PM 3:31

2661 Executive Center Circle
Tallahassee, FL 32301

AMENDED AND RESTATED ARTICLES OF INCORPORATION

FOR

THE MANSIONS AT DORAL COMMUNITY ASSOCIATION, INC.

(Florida not for profit corporation)

FILED

15 DEC -2 PM 1:36

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME; PRINCIPAL OFFICE

1.1 **Name.** The name of the corporation shall be **THE MANSIONS AT DORAL COMMUNITY ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

1.2 **Principal Office.** The principal office address is 6805 N.W. 107th Avenue, Doral, Florida 33178; and, the mailing address of the Association shall be at 10705 N.W. 33rd Street, Suite 100, Doral Florida 33172, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act (the "Act").

ARTICLE II
PURPOSE AND POWERS

2.1 **Purpose.** The objects and purposes of the Association shall be to serve as an homeowners association under Section 720.301, *et seq.*, Florida Statutes, and those more particularly authorized by the **Declaration of Covenants, Conditions, Restrictions and Easements for The Mansions at Doral**, recorded (or to be recorded) in the Public Records of Miami-Dade County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain the Common Areas thereof for the benefit of the Members of the Association.

All of the definitions set forth in the Declaration are hereby incorporated herein by this reference.

2.2 **No Individual Benefit.** The Association is organized not for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

2.3 **Corporate Powers.** The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified, as well as those set forth in the Declaration. The Association shall also have all of the powers necessary to implement the objects and purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of its membership.

2.4 **Delegation.** The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

2.5 **Association Property.** All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

2.6 **Stormwater Management System.** The Association shall operate, maintain and manage the surface water or stormwater management system(s) contained in the Property in a manner consistent with the South Florida Water Management District ("SFWMD") Permit requirements and applicable SFWMD rules, and shall assist in the enforcement of the terms of the Declaration that relate to the surface water or stormwater management system.

2.7 **Distribution of Income; Dissolution.**

(a) The Association shall not pay a dividend to its members and shall make no distribution of income to its

members, directors or officers.

(b) Upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

(c) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system shall be transferred to and accepted by an entity which would comply with Section 40C-42.027 of the Florida Administrative Code, or any successor thereto, and be approved by the SFWMD prior to such termination, dissolution or liquidation.

2.8 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration, these Articles and the Bylaws.

ARTICLE III **MEMBERS**

3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including the Developer, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

3.2 Membership Appurtenant/Assignment. The membership in the Association shall be appurtenant to and run with ownership of each Lot in the Community. Upon acquisition of a Lot within the Community, the Lot owner shall automatically become a Member of the Association, and upon the sale of a Lot in the Community, the Membership appurtenant to said Lot shall automatically pass to the subsequent grantee of title to the Lot. A Membership in the Association may not otherwise be transferred, assigned or hypothecated.

3.3 Voting. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of the Class B Member, if any. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Section 1 hereof; *provided, however,* there shall be only one (1) vote per Lot, to be exercised in the manner provided in the Bylaws.

(b) Class B. The Class B Member shall be the Developer, its successors or assigns. The Class B Member shall have one (1) vote for each Lot which it owns plus five (5) votes for each vote entitled to be cast at any time and from time to time on behalf of the Class A Members. The Class B membership shall cease and terminate three (3) months after ninety percent (90%) of the Lots within the Community have been sold and conveyed by the Developer (or its affiliates) to an Owner other than Developer or a builder, contractor or other who purchases the Lot for the purposes of constructing improvements thereon for resale, or sooner at the election of the Developer (the "Transition Date"), whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association. After the Class B membership has terminated, the Developer shall be a Class A Member with respect to any Lots owned by it.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

3.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE V **CORPORATE EXISTENCE**

The Association shall have perpetual existence; however, if the Association is dissolved, the property or easements upon which the Surface Water Management System affects shall be conveyed to an appropriate agency of local governmental. If such governmental agency refuses to accept such conveyance, then the Surface Water Management System shall be dedicated to a similar not-for-profit corporation.

ARTICLE IV
DIRECTORS

4.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined from time to time by the Board in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

4.2 Duties and Powers. All of the duties and powers of the Association existing under applicable law, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

4.3 Initial Directors. The names and addresses of the initial members of the Board of Directors who shall hold office until their successors are duly elected and qualified as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JUAN CARLOS TOVAR	7774 N.W. 46 th Street, Doral, Florida 33166
MICHAEL G. PEREDO	7774 N.W. 46 th Street, Doral, Florida 33166
YENIS MACHIN	7774 N.W. 46 th Street, Doral, Florida 33166

4.5 Election of Members of Board of Directors. Except as otherwise provided herein, and except for the initial members of the Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws, and the Bylaws may provide for the method of voting in the election and for removal from office of Directors. All directors shall be members of the Association or shall be authorized representatives, officers, members or employees of business entity members of the Association, or otherwise may be designees of the Developer. Notwithstanding anything herein contained to the contrary, from and after the Transition Date, Members other than the Developer shall be entitled to elect at least a majority of the members of the Board of Directors of the Association; provided, however, that as long as the Developer holds for sale in the ordinary course of business not less than five percent (5%) of the Lots contained within the Property, the Developer is entitled (but not obligated) to appoint one (1) member of the Board.

4.6 Term; Removal. Directors elected by the Owners shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected. Directors may resign or be removed, and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

4.7 Vacancy. If a director elected by the general membership shall, for any reason, cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

4.8 Early Transition. The Developer may transfer control of the Association to Owners other than the Developer prior to the Transition Date in its sole discretion by causing enough of its appointed directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided the Owners other than Developer receive at least fourteen (14) days' notice of Developer's decision to cause its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

ARTICLE V
OFFICERS

5.1 Officers Provided For. The Association shall have a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time elect. One person may be appointed to serve in multiple officer positions.

5.2 Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers,

for filling vacancies and for the duties of the officers. The officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

5.3 Initial Officers. The names and addresses of the initial officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

President:

JUAN CARLOS TOVAR 7774 N.W. 46th Street, Doral, Florida 33166

Vice-President

MICHAEL G. PEREDO 7774 N.W. 46th Street, Doral, Florida 33166

Treasurer:

YENIS MACHIN 7774 N.W. 46th Street, Doral, Florida 33166

Secretary:

YENIS MACHIN 7774 N.W. 46th Street, Doral, Florida 33166

ARTICLE VI
BYLAWS

The Board of Directors shall adopt Bylaws of the Association consistent with these Articles. Such Bylaws and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE VII
AMENDMENTS AND PRIORITIES

7.1 Amendments. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of 66-2/3% of the Members entitled to cast votes), all in the manner provided, and in accordance with the notice provisions of, Section 617.017, Florida Statutes. Notwithstanding the foregoing, prior to the Transition Date, these Articles may be amended by the Developer alone, without requiring the consent of any other party.

7.2 Proviso. No amendment to these Articles may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Residences without the consent of said Developer or mortgagees in each instance. No amendment shall be made that is in conflict with applicable law or the Declaration.

7.3 Priorities. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE VIII
INCORPORATOR

The name and address of the Incorporator of this Corporation are:

<u>NAME</u>	<u>ADDRESS</u>
MICHAEL G. PEREDO	7774 N.W. 46 th Street, Doral, Florida 33166

ARTICLE IX
INDEMNIFICATION PROVISIONS

9.1 Indemnification.

(a) The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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 or she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The Association shall indemnify to the full extent permitted by law any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

9.2 Indemnification for 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 proceeding referred to in Section 9.1(a) or Section 9.1(b), or in defense of any claim, issue, or matter therein, he or her shall be indemnified against expenses actually and reasonably incurred by him in connection therewith to the full extent permitted by law.

9.3 Determination of Applicability. Any indemnification under Section 9.1(a) or Section 9.1(b), unless pursuant to a determination 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 he has met the applicable standard of conduct set forth in applicable law. 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 proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

(i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or

(ii) if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or

(d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

9.4 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of

indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by section 8.3(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

9.5 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

9.6 Exclusivity. The indemnification and advancement of expenses provided pursuant to this Article IX are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, or vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office to the full extent permitted by law. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

9.7 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

9.8 Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under section 9.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to section 9.6; or
- (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in section 9.1, section 9.2, or section 9.6. unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any 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 or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful

9.9 Definitions. For purposes of this Article VI, the term "expenses" shall be deemed to include attorneys' fees, including

for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action; suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

9.10 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article IX shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

ARTICLE X
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 10705 N.W. 33rd Street, Suite 100, Doral 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 of this corporation shall be DELIA ARCELUS, having an address 10705 N.W. 33rd Street, Suite 100, Doral Florida 33172.

IN WITNESS WHEREOF, the Incorporator has affixed his or her signature below.



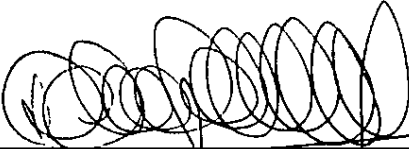
MICHAEL PEREDO, Incorporator

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

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

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Miami-Dade, State of Florida, the Association named in the said articles has named DELIA ARCELUS, located at 10705 N.W. 33rd Street, Suite 100, Doral Florida 33172, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

By: 

DELIA ARCELUS, Registered Agent.

DATED this 22ND day of September, 2015.

CERTIFICATE OF ASSOCIATION RESOLUTIONS

I, **YENIS MACHIN**, the Secretary of **THE MANSIONS AT DORAL COMMUNITY ASSOCIATION**, a Florida not for profit corporation (hereinafter referred to as "Association"), do hereby certify that at a special meeting of the Board of Directors of said Association (the "Board"), duly held at its office on **September 22, 2015**, at which all Board members were present and acting throughout, the following resolutions were duly moved, seconded and unanimously adopted:

RESOLVED:

That, the Board has determined that it is in the best interest of the Association to amend and restate the Articles of Incorporation incident to the Association. It is further,

RESOLVED:

That, the Board has unanimously adopted that certain Amended and Restated Articles of Incorporation incident to the Association, and that such Amended and Restated Articles of Incorporation does not contain any amendments which would require approval of the members of the Association. It is further,

RESOLVED:

That Amended and Restated Articles of Incorporation shall be filed with the Secretary of State, State of Florida.

I FURTHER CERTIFY that the foregoing Resolutions remain in full force and effect, have not been rescinded or modified, and conform to the Charter and By-Laws of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed its corporate seal, by order of the Board of Directors, this 25th day of **November, 2015**.

Attest:



JUAN CARLOS TOVAR



YENIS MACHIN, Secretary

(CORPORATE SEAL)