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the corals at miami beach condominium association, i

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September 14, 2006

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

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SUBJECT: THE CORALS AT MIAMI BEACH CONDOMINIUM ASSOCIATION, INC.  
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### ARTICLE 3 DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Miami-Dade County, Florida, unless herein provided to the contrary or unless the context otherwise requires.

### ARTICLE 4 POWERS

The powers of the Association shall include and be governed by the following provisions:

The Association shall have all of the common-law and statutory powers of a not-for-profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.

The Association shall have the powers and duties set forth in the Act except as limited by these Articles, the Bylaws, and the Declaration (to the extent that they are not in conflict with the Act) and all of the powers and duties reasonably necessary to operate the Condominium under the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties. To make such other Special Assessments against Unit Owners as the Declaration of Condominium shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration of Condominium
- (b) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Condominium Property and for the health, comfort, safety, and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer of ownership, and occupancy to the extent authorized by the Declaration.

- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration or Bylaws.
- (h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) 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 Elements using funds made available by the Association. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the levy of assessments, promulgation of rules, and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.
- (j) The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest to most or all Unit Owners.
- (k) The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.
- (l) The Association has the power to acquire title to property or otherwise hold, convey, lease, and mortgage Association Property for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board of Administration.
- (m) Subject to the provisions of s.718.112(2)(m), the Association, through its Board, has the limited power to convey a portion of the Common Elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
- (n) The Association has the power to purchase any land or recreation lease upon the approval of the voting interest.

- (o) The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them. There shall be no limitation on the Association's rights to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid assessments, or to take title by deed in lieu of foreclosure.
- (p) The Board of Directors has the authority, without the joinder of any Unit Owner, to grant, modify, or move any easement if the easement constitutes part of or crosses the Common Elements or Association Property. This subsection does not authorize the Board of Administration to modify, move, or vacate any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners, without the consent or approval of those other persons having the use or benefit of the easement, as required by law or by the instrument creating the easement. Nothing in this subsection affects the minimum requirements of Florida Statute 718.104(4)(m).
- (q) A Unit Owner controlled Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association. If the Association is Developer controlled, the Association shall exercise due diligence to obtain and maintain such insurance. Failure to obtain and maintain adequate insurance during any period of Developer control shall constitute a breach of fiduciary responsibility by the Developer appointed members of the Board of Directors of the Association, unless said members can show that despite such failure, they have exercised due diligence.
- (r) Every hazard insurance policy shall provide primary coverage for all portions of the Condominium Property located outside the Unit and for the Condominium Property located inside the Units as such property was initially installed, or replacements thereof, of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed.
- (s) All portions of the Condominium Property for which the Declaration requires coverage. Anything to the contrary notwithstanding the terms "Condominium Property", "Building", "Improvements", "Insurable Improvements", "Common Elements", "Association Property" or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance that a Condominium Association must obtain shall exclude all floors, walls, and ceiling coverings, electrical fixtures, appliances, air conditioners or heating equipment, water heaters, water filters, built in cabinets and counter tops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioner compressors that service only an individual Unit whether, or not located within the Unit boundary, the foregoing is intended to establish the property or casualty insuring responsibility of the Association and those of the individual Unit

Owners and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit.

- (t) Every hazard insurance policy issued or renewed to an individual Unit Owner shall provide the coverage afforded, by such policy is excess over the amount recoverable under any other policy covering the same property. Each Insurance policy issued to an individual Unit Owner providing such coverage shall be without the rights of subrogation against the Condominium Association that operates the Condominium in which such Unit Owners Unit is located. All real or personal property located within the boundaries of the Unit Owner's which is excluded from the coverage to be provided by the Association shall be insured by the individual Unit Owner.
- (u) The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its Management Agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding.

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. The Association shall make no distributions of income to its members, Directors or Officers.

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 the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

#### ARTICLE 5 MEMBERS

The members of the Association shall consist of all of the record title Owners of Units in the Condominium from time to time. The record Owners of all Units in the Condominium shall be Members of the Association and no other persons or entities shall be entitled to membership, except as provided in the last paragraph of Article 5, hereof. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association. The Developer shall be a Member of the Association as long as the Developer owns Units in the Association. Membership shall be established by the acquisition of legal title to a Unit in the Condominium or in added Units or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law and the membership of any person or entity shall be automatically terminated which such person or entity is divested of all title of his entire fee ownership in such Unit; provided however 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.

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

On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

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

Until such time as the land and the improvements constructed thereon are submitted to the Condominium form of ownership by recordation of the Declaration in the Public Records of Miami-Dade County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

#### ARTICLE 6 TERM OF EXISTENCE

The Association shall have perpetual existence or if the Condominium is terminated, the term shall end as soon after termination of the Condominium as its affairs can be concluded.

#### ARTICLE 7 INCORPORATOR

The name and address of the Incorporator of this Corporation is Paulo Pestana, whose address is 31 SE 5<sup>th</sup> Street, #202, Miami, Florida 33131.

#### ARTICLE 8 OFFICERS

The Officers of the Corporation shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Corporation shall be elected for a term of one year, and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws of the Association. Until transfer of the control of the Association to the Unit Owners other than the Developer has been accomplished, the officers need not be directors or members.

The names of the Officers who shall serve until their successors are designated pursuant to these Articles of Incorporation and the Bylaws are as follows:

President: Paulo Pestana

Vice President: Luzcibel D. Santana

Secretary: Mauricio Aletto



Treasurer: Luzcibel Santana

## ARTICLE 9 DIRECTORS

The principal office of the Association shall be located in Florida. The affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall be comprised of not less than three persons appointed by the Developer until such time as the Developer transfers control to the Association pursuant to Florida Statute 718.301. After such an event occurs, the Board of Directors shall be comprised of five persons. The members of the Board of Directors shall be elected by the members of the Association at the annual membership meeting as provided by the Bylaws and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties and qualifications of the Officers.

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 Association and any and all such persons and/or entities may be so employed without regard to whether any such person or entity is a member of the Association or a member of the Board of Directors or officer of the Association, as the case may be.

The Board of Directors shall have a President, Vice President, Secretary, Treasurer and if so decided one or more assistants to such offices. The officers of the Association shall act subject to the direction of the Board of Directors and shall be elected by a majority of the Board of Directors. The President shall be elected from the membership of the Board of Directors but no other officer need be a member of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible.

The names and addresses of the members of the first Board of Directors, who subject to the provisions of the laws of the State of Florida, these Articles of Incorporation and the Bylaw, shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Paulo Pestana	31 SE 5 <sup>th</sup> Street, #202 Miami, Florida 33131
Luzcibel D. Santana	31 SE 5 <sup>th</sup> Street, #202 Miami, Florida 33131
Mauricio Aletto	31 SE 5 <sup>th</sup> Street, #202 Miami, Florida 33131

## ARTICLE 10 INDEMNIFICATION

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 contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she 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 that person in connection with such action, lawsuit, or proceeding unless (a) 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 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 (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon 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 that 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 that his or her conduct was unlawful.*

In the event of any claims for reimbursement or indemnification hereunder based upon a settlement by the member 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 for the best interest of the Association.

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 bylaw, 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 that person.

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, or is or was serving, at the request 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 or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

#### ARTICLE 11 BYLAWS

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

#### ARTICLE 12 AMENDMENTS

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

An amendment or amendments to these Articles of Incorporation may be proposed and adopted by the Board of Directors or the Association acting upon a vote of the majority of the members, or by the members of the Association owning a majority of the Units in the Condominium at the time declared or added, 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 or member, such proposed amendment shall be transmitted to the President of the Association or the acting Chief Executive Officer in the absence of the President, who shall thereupon call a special meeting of the membership for a date not sooner than twenty days or later than sixty days from the receipt by him or her of the proposed

amendment, and it shall be the duty of the Secretary to provide each member written notice for such meeting stating the time and place of the meeting and reciting the proposed amendments in reasonable detailed form which notice shall be mailed or presented personally to each member not less than fourteen days nor more than thirty days before the date set for such meeting. If mailed, such notice shall be deemed properly given when deposited in the United States mail, addressed to the member at his or her post office address as it appears on the records of the 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 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 proposed must be approved by an affirmative vote of the member owning not less than two-thirds of the Units in the Condominium in order for such amendment to become effective. Thereupon, such 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 Secretary of State of Florida. A certified copy of each such amendment shall be recorded in the Public Records of Miami-Dade County, Florida, within thirty days from the date on which the same is filed in the office of the Secretary of State. No Amendment is valid unless recorded with identification on the first page thereof of the book and page of the Public Records where the Declaration of such Condominium operated by the Association is recorded.

#### ARTICLE 13 TRANSFER OF CONTROL BY DEVELOPER

When Unit Owners other than the Developer own 15% or more of the Units in a Condominium to be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one third of the members of the Board of Directors of the Association. Upon the election of such Director(s), the Developer shall forward to the Division the name and mailing address of the Director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of an Association:

(a) Three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to Purchasers;

(b) Three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to Purchasers;

(c) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business,

(e) Seven years after recordation of the Declaration of Condominium in the public records; or in the case of an Association, which may ultimately operate more than one condominium, seven (7) years after recordation of the Declaration for the first Condominium it operates; or, in the case of an Association operating a phase Condominium created pursuant to s. 718.403, seven (7) years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units, in Condominiums with fewer than

500 Units, and two percent (2%), in Condominiums with more than five hundred (500) Units, of the Units in a Condominium that will be operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority of members of the Board.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least 30 days' notice of the Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer nor its appointees shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within 75 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of an Association, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than 60 days notice of an election for the members of the Board of Directors. The election shall proceed as provided in s.718.112(2)(d). The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the Board of Directors, the Developer shall forward to the Division the name and mailing address of the Unit Owner Board member.

If a Developer holds Units for sale in the ordinary course of business, none of the following action may be taken without approval in writing by the Developer:

- (a) Assessment of the Developer as a Unit Owner for Capital Improvements.
- (b) Any action by the Association that would be detrimental to the sales of Units by the Developer. 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.

At the time that Unit Owners other than the Developer elect a majority of the Members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, or not more than 90 days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the Bylaws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association, if any.

- (e) Any rules and regulations that have been adopted.
- (f) Resignations of Officers and Board members who are required to resign because the Developer is required to relinquish control of the Association.
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting standards as defined by rule by the Florida Board of Accountancy, under F.S. Chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts, and related records to determine that the developer was charged and paid the proper amount of assessments.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment to the Condominium and in the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an Officer of the Developer or his or her agent or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) A list of the names and addresses, of which the Developer has knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the Condominium or Association property.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy that may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.

(r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(s) All other contracts to which the Association is a party.

**ARTICLE 14  
PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the Corporation shall be 795 81<sup>st</sup> Street, Miami Beach, Florida 33141, or at such other place or places as may be designated from time to time.

**ARTICLE 15  
INITIAL REGISTERED OFFICE,  
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this Corporation shall be at 31 SE 5<sup>th</sup> Street, #202, Miami, Florida 33131, 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 the Corporation shall be Paulo Pestana, who shall also be a resident agent, whose address is 31 SE 5<sup>th</sup> Street, #202, Miami, Florida 33131.

IN WITNESS WHEREOF, the Incorporator has affixed her signature and caused these Articles of Incorporation to be executed this 30 day of May, 2006.

  
Print Name: Paulo Pestana

STATE OF FLORIDA

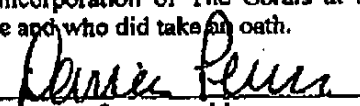
)

) SS.

COUNTY OF MIAMI-DADE

)

The foregoing instrument was acknowledged before me on May 30, 2006 by Paulo Pestana, who executed the foregoing Articles of Incorporation of The Corals at Miami Beach Condominium Association, who is personally known to me and who did take an oath.

  
Signature of person taking  
acknowledgment

My commission expires:



**Damaris Pereira**  
Commission #DD362722  
Expires: OCT 14, 2008  
www.AARONNOTARY.com

400000227393

**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 corporation named in the said Articles has named Paulo Pestana, whose address is 31 SE 5<sup>th</sup> Street, #202 Miami, Florida 33131, as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I 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.

REGISTERED AGENT

  
Name: Paulo Pestana

DATED on May 20, 2006

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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