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FLORIDA PROFIT/NON PROFIT CORPORATION

Cityview Condominium Association, Inc.

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| Certificate of Status | 1 |
| Certified Copy | 1 |
| Page Count | 18 |
| Estimated Charge | \$87.50 |

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ARTICLES OF INCORPORATION
OF
CITYVIEW CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, the undersigned, hereby incorporates this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, does, by these Articles of Incorporation (these "Articles"), certify as follows:

ARTICLE I
DEFINITIONS

The terms contained in these Articles of Incorporation are defined in Chapter 718, Florida Statutes (the same being the "Condominium Act" or the "Act"), as amended through the date of recording the Declaration amongst the Public Records of Hillsborough County, Florida, shall have the meaning of such terms set forth in such Act unless otherwise defined herein, and, for clarification, the following terms will have the following meanings:

"Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in each Declaration) which from time to time are assessed against a Condominium Unit Owner.

"Association" means CityView Condominium Association, Inc., a Florida corporation not for profit, responsible for operating CityView Condominium(s).

"Association Expenses" means the expenses for the operation and administration of the Association in carrying out its powers and duties, including the operation, maintenance, repair or replacement of any Association Property, and the cost of taxes and insurance thereon.

"Association Property" means that property, real and personal, which is owned or leased by the Association for the benefit of its Members.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association.

"CityView" means the neighborhood to be created by Developer which is intended to comprise CityView, A Condominium.

"CityView Condominium(s)" means the condominium or condominiums in CityView subject to a declaration(s) of condominium, including, but not necessarily limited to, CityView, A Condominium.

H07000051422 2

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"Common Elements" means the portion of the Condominium Property not included in the Condominium Units.

"Common Expenses" means expenses for which the Condominium Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association with respect to the Condominium and the Condominium Property, cost of fire and extended coverage insurance on the Condominium Property required to be insured by the Association;
- (ii) any fees due and payable under any bulk cable agreement between a cable service provider and the Association; and
- (iii) any other expenses designated as Common Expenses not inconsistent with the Act, from time to time by the Board.

"Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, in connection with the Common Elements) over the Common Expenses.

"Condominium" means CityView, A Condominium, and any other CityView Condominium, if any. The term "the Condominium" refers solely to the condominium which is created by the Declaration

"Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with a CityView Condominium and all amendments to the foregoing.

"Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Condominium Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.

"Condominium Unit" means "unit" as described in the Act and is that portion of the Condominium Property, which is subject to exclusive ownership.

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PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop the Condominium on property Developer owns in the County. Developer intends to develop the Condominium as a "phase condominium" in accordance with Section 718.403 of the Act.

B. If Developer does not submit all Phases described in the Declaration of CityView, A Condominium to condominium ownership, then Developer may develop the land of any such Phases(s) not made a part thereof as other CityView Condominium(s) to be administered by the Association.

C. (i) The Association shall be the condominium association responsible for the operation of each CityView Condominium(s), subject to the terms and restrictions of the Condominium Documents; however, Developer reserves the right to incorporate additional Association(s) if more than one (1) condominium is created within CityView. Each Condominium Unit Owner shall be a Member of the Association as provided in these Articles.

(ii) The purpose for which this Association is organized is to maintain, operate, manage and otherwise administer the Condominium, including, if applicable, any additional CityView Condominium(s), and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan for development set forth in the Condominium Documents, and all other lawful purposes.

ARTICLE IV POWERS

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, provided such powers are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium Property, including Association Property, if any, and the Common Elements) to be granted to the Association in the Condominium Documents which powers are incorporated by this reference into these Articles.

C. The Association shall have all of the powers of an "Association" (as such term is defined in the Act) and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Condominium Units, the Association Property, if

H07000051423 3

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any, and the Common Elements).

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Condominium Unit Owners, in order to provide sufficient funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and Condominium Property and any other CityView Condominium it may operate and the payment of Common Expenses and Association Expenses, if any, and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments and other monies in the exercise of the powers and duties of the Association.

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act.

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss.

5. To enforce by legal means the provisions of the Condominium Documents and the Act.

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service and management contracts to provide for the maintenance, operation and management and administration of the Condominium Property and any Association Property (including the Surface Water Management System Facilities), and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium or Association Expenses of the Condominium and any other CityView Condominium operated by the Association, if any, and to enter into agreements for the installation, maintenance and operation of a "master" television antenna system and a cable television system, if any.

7. To purchase: (i) Condominium Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for such purpose.

9. To operate and maintain the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, if any.

H07000051423 2

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ARTICLE V
MEMBERS

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

A. Until such time as the property which is intended to comprise the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once the property which is intended to comprise the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Condominium Unit Owners, which shall mean in the first instance Developer as the owner of all the Condominium Units, shall be entitled to exercise all of the rights and privileges of the Members. Developer shall be a Member so long as it is the record owner of any Condominium Unit in the Condominium or of any Condominium Unit in any other CityView Condominium administered by the Association.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Condominium Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records, whereupon the membership of the prior Condominium Unit Owner shall terminate as to that Condominium Unit. Where title to a Condominium Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Condominium Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Condominium Unit.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Condominium Unit.

E. If a second CityView Condominium is created, membership in the Association shall be divided into classes ("Class Members"), with Condominium Unit Owners in each CityView Condominium constituting a class. If one or more additional CityView Condominium(s) are created, the Condominium Unit Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium. Each class shall be designated by a numeral denoting the sequence in which a particular CityView Condominium was submitted to condominium ownership. For example, the Condominium Unit Owners of the Condominium, provided it is the first CityView Condominium created and additional CityView Condominium(s) are created, would be "Class 1 Members."

F. With respect to voting, the following provisions shall apply:

HT07000051423 3

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 immediately below. In any event, however, each Condominium Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the applicable Condominium Documents. In the event there is more than one (1) Condominium Unit Owner with respect to a Condominium Unit as a result of the fee interest in such Condominium Unit being held by more than one (1) person or an entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the applicable Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular CityView Condominium or any combination of CityView Condominiums shall be voted upon only by the Class Members of the applicable CityView Condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to all of CityView Condominiums or to the Association as a whole shall be voted on by the entire membership and shall be determined by a vote of the majority of the Voting Interests in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular CityView Condominium or any combination of CityView Condominiums or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting an CityView Condominium or any combination of CityView Condominiums which the Board determines requires the vote of the Members as a whole shall be effective with regard to an CityView Condominium unless the Class Members of the particular CityView Condominium or any combination of CityView Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

4. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

5. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, the

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Surface Water Management System Facilities shall be conveyed to an appropriate governmental unit or public utility. In the event such governmental unit or public utility does not accept such conveyance of the Surface Water Management System Facilities then, in such case, the Surface Water Management System Facilities shall be conveyed to a similar non-profit corporation.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: Mark Grant, Esq., 200 East Broward Boulevard, Suite 1500, Fort Lauderdale, Florida 33301.

ARTICLE VIII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in operating and/or managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected as such officers by the Board in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President: Barbara Beguiristain
Vice President: Karr Shannon
Secretary/Treasurer: Bruce Adams

ARTICLE X
BOARD

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A. The number of Directors on the first Board ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the "Majority Election Meeting" (as hereinafter defined) shall be three (3). Beginning with the Majority Election Meeting, there shall be a Class Director for each CityView Condominium, if applicable, and, if necessary, subsequent to "Developer's Resignation Event" (as hereinafter defined), there shall also be an additional Director elected "at large," so that there will always be an odd number of Directors. The number of Directors elected by the Members at and subsequent to the Majority Election Meeting shall be as provided in Paragraph K of this Article X.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|----------------------|--|
| Barbara Beguiristain | 2121 Ponce de Leon Boulevard, PH Coral Gables, Florida 33134 |
| Karr Shannon | 2121 Ponce de Leon Boulevard, PH Coral Gables, Florida 33134. |
| Bruce Adams | 2121 Ponce de Leon Boulevard, PH Coral Gables, Florida 33134 |

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Condominium Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Condominium Units in the first CityView Condominium created (as evidenced by the recordation of deeds), including Condominium Units located in all Phases of the Condominium contemplated in the Declaration (provided Developer still has the right to submit additional phases to condominium ownership), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" which shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph X.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph X.C.

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D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall occur first:

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a) through (e) of the Act:

(a) Three (3) years after fifty percent (50%) of the "Total Condominium Units" (as hereinafter defined) have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Total Condominium Units have been conveyed to purchasers;

(c) When all the Total Condominium Units 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 Total Condominium Units have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(e) Seven (7) years after the recordation of the Declaration or, in the case of a condominium association which may ultimately operate more than one (1) condominium, seven (7) years after recordation of the declaration for the first condominium it operates, or in the case of a condominium association operating a phase condominium created pursuant to Section 718.403 of the Act, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. Developer is entitled to elect at least one (1) member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) in condominiums with fewer than five hundred (500) units, and two percent (2%) in condominiums with more than five hundred (500) units of the units in a condominium 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 Condominium Units in the same manner as any other Condominium Unit Owner, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board.

The term "Total Condominium Units" means the number of Condominium Units contemplated for all of CityView Condominiums (less the number of Condominium Units in any and all Phases of any CityView Condominiums developed as a phase condominium pursuant to the Act which Developer decides neither to submit as part of any CityView Condominium as provided in the Declaration nor to submit to condominium ownership as a separate condominium[s] or which Developer determines to be operated by another condominium association).

2. Notwithstanding Paragraph D.1 above, Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall

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occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. If upon the occurrence of the Majority Election Meeting, more than one (1) CityView Condominium has been subjected to administration by the Association, then a class of Directors ("Class Directors") shall be created for each CityView Condominium in the manner provided for in Paragraph G of this Article X. Each class of Director shall be designated by a numeral denoting the sequence in which the subject CityView Condominium was created. For example, the Directors of the Condominium, provided it is the first CityView Condominium, would be "Class 1 Directors." Each CityView Condominium shall have one (1) Class Director and one or more Director(s) shall be elected "at large," in accordance with Paragraph A of this Article X if required by Paragraph A of this Article X.

G. At the Majority Election Meeting, each class of Purchaser Members shall elect one (1) Director and Developer, until the Developer's Resignation Event, shall be entitled to designate Directors, the number of which shall be one (1) less than the number of Directors elected by the Purchaser Members. (In the event there is not more than one [1] CityView Condominium, the Purchaser Members shall elect two [2] Directors and Developer shall designate one [1] Director). Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

H. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows (as to those Directors elected by the Purchaser Members only):

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

I. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member or members to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

J. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election

H07000051423 2

shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated or to be designated by Developer.

K. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Condominium Units in a CityView Condominium for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either of the foregoing events are herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding the previous occurrence of a Developer's Resignation Event.

L. At each Annual Members' Meeting held subsequent to the year in which the Majority Election Meeting occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors. In the event, however, there are two (2) or more CityView Condominiums operated by the Association, then the minimum number of Directors shall be one (1) Director from each Class elected by the Class Members thereof and, if necessary to have an odd number of Directors, one (1) Director-at-Large elected by all of the Members.

M. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association, the Association Property, if any, or all of CityView Condominiums.
3. On matters pertaining exclusively to a particular CityView Condominium, only the affected Class Directors shall vote thereon.
4. Subject to the provisions of Subparagraphs 1, 2 and 3 immediately preceding, the Board as a whole shall determine whether a matter shall be voted on by Class Directors or by the entire Board as a whole. In the case of a deadlock of the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.
5. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter: (a) on matters which are voted on by the Board as a whole, such

H07000051423 2

determination shall be made with respect to the number of all of the Directors; and (b) on matters which are voted on by Class Directors, such determination shall be made with respect to the number of Class Directors.

ARTICLE XI
POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Members to defray the costs of the Common Expenses and, if applicable, the Association Expenses, and collecting that portion of the Common Expenses and, if applicable, Association Expenses, attributable to Condominium Unit Owners in each CityView Condominium as determined in accordance with the Condominium Documents.

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within CityView Condominium(s) and the Association Property, if any.

D. Reconstructing improvements after casualties or other losses and making further authorized improvements within CityView Condominium(s) and the Association Property, if any.

E. Making and amending rules and regulations with respect to CityView Condominium(s) and for the Association Property, if any.

F. Enforcing by legal means the provisions of the Condominium Documents and the Act.

G. Contracting for the maintenance, operation, management and administration of the Condominium Property and the Association Property, if any, and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records and enforcement of rules, and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and Assessments which are or may become liens against the Common Elements of any CityView Condominium and assessing the same against Condominium Units, the Condominium Unit Owners of which are responsible for the payment thereof.

H07000051423 3

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and to allocate the premiums therefor in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of any CityView Condominium, or the Association Property, if any, not billed directly to Condominium Unit Owners of the individual Condominium Units.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association and paying all salaries therefor.

L. Engaging in mandatory non-binding arbitration as provided for in Sections 718.112(2)(K) and 718.1255 of the Act. The provisions of Sections 718.112(2)(K) and 718.1255 of the Act are incorporated herein by reference.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph XI.M. above, on the Condominium Property to ensure their availability to Condominium Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

1. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract; and

2. Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. Approving or disapproving of proposed lessees of Condominium Units in accordance with any existing or future provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed therefor by the Act.

R. All other powers and duties reasonably necessary to operate and maintain CityView

H07000051423 2

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Condominium(s) administered by the Association in compliance with the Condominium Documents and the Act.

ARTICLE XII
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including legal fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

ARTICLE XIII
BYLAWS

The Bylaws shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIV
AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendment(s) and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIV is intended to comply with Chapter 617, Florida Statutes.

H07000051423 3

B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice");

3. At such meeting a vote of the Members, including Developer as to any Condominium Units it owns, shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon, unless only a Class or Classes of Members is or are entitled to vote thereon pursuant to Article IV hereof, in which event the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of the or each Class entitled to vote thereon as a Class and the affirmative vote of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to these Articles be adopted, the same being a written consent in lieu of meeting. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in any Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of a Declaration, recorded amongst the Public Records as an amendment to each Declaration.

E. Notwithstanding the foregoing provisions of this Article XIV, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article X hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Condominium Unit or of any "Institutional Mortgagee" (as such term is defined in a Declaration) without its prior written consent to the degree this provision is permitted by the Act.

ARTICLE XV

EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and

2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XV to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

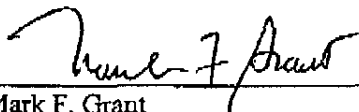
D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

ARTICLE XVI REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 2121 Ponce de Leon Boulevard, PH, Coral Gables, Florida 33134 and the initial registered agent of the Association at that address shall be Barbara Beguiristain, 2121 Ponce de Leon Boulevard, PH, Coral Gables, Florida 33134. The Registered Agent shall maintain copies of all District permits and permit actions for the benefit of the Association.

IN WITNESS WHEREOF, the Incorporator has herunto affixed his signature, this 23rd day of February, 2007.


Mark F. Grant

The undersigned hereby accepts the designation of Registered Agent of CityView Condominium Association, Inc. as set forth in Article XVI of these Articles and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.


Barbara Beguiristain

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA